

**CITY OF WEST HAVEN
DEPARTMENT OF FINANCE
355 MAIN STREET
WEST HAVEN, CT 06516
(203) 937-3620**

INVITATION TO BID

NOTICE IS HEREBY GIVEN THAT SEALED BIDS ON THE FOLLOWING WILL BE
RECEIVED AT THE DEPARTMENT OF FINANCE UNTIL 11:00

8/31/16

AUDITORIUM SEATING REPLACEMENT PROJECT

CARRIGAN INTERMEDIATE SCHOOL

2 TETLOW ST

WEST HAVEN, CT

THERE WILL BE A PRE-BID VISIT ON 8/24/16 AT 3:00pm AT THE SCHOOL
BIDDERS ARE CAUTIONED THAT THIS PROJECT IS PREVAILING WAGES

AT THE FOLLOWING TIME THEY WILL BE PUBLICLY OPENED AND READ
THE CITY OF WEST HAVEN RESERVES THE RIGHT TO ACCEPT ANY OR ALL THE
OPTIONS, BIDS OR PROPOSALS; TO WAIVE ANY TECHNICALITY IN A BID OR PART
THEREOF SUBMITTED, AND TO ACCEPT THE BID DEEMED TO BE IN THE BEST
INTEREST OF THE CITY OF WEST HAVEN

CONTRACT DOCUMENTS MAYBE OBTAINED ON THE CITY'S WEB SITE
www.cityofwesthaven.com

Comptroller's Office

MAY V. CARRIGAN INTERMEDIATE SCHOOL
2 TETLOW ST.
WEST HAVEN, CT. 06516

Auditorium Seating Project

INVITATION TO BID

Sealed bids are invited and will be received at the City of West Haven, Comptroller's, **City Hall 355 Main St. West Haven, CT. 06516** for the following bid package: (1) "Intermediate School Auditorium Seating Replacement Project". All bid packages must be submitted on the forms provided and marked with the name of the bid package that is being bid. All bids must meet the requirements of this request for proposal and be received no later than 11:00 a.m., Wednesday August 31, 2016. Questions please contact: Jason La Fleur @ Jasonl@csgroup-llc.com or 860-818-6712.

All bidders to reference and reflect in pricing all sections of the attached contract, including section one (1): work to be performed.

Each bidder must submit with this bid form, local references showing (2) similar projects preferably of equal size and price. All bid questions are to be submitted by August 26, 2016.

A pre-bid site visit is scheduled for August 24th, 2016 at 3:00 p.m. at the Intermediate School at 2 Tetlow St. West Haven, CT. 06516.

Qualifying bids will meet all requirements of the attached contract. Qualifying bid pricing will reflect the attached contract requirements. Equipment to be purchased and installed will meet all the requirements of the attached contract. Wages to be used will meet all requirements of the attached contract. The Clauses governing this compliance as published by the Department of Labor are included in Attachment A. A list of prevailing wages for New Haven County is included with Attachment A.

This project will be funded fully or in part by State funds. Bids not meeting the requirements in the attached contract will be immediately disqualified.

- 2 hard copies must be submitted.

All bids over \$50,000 must be accompanied by a 5% bid bond or Certified Check of the base bid and must be submitted with the bid package and made payable to the City of West Haven. The City of West Haven reserves the right to accept or reject any or all bids; to waive any informalities, or; to accept any bid deemed in the best interests of the City of West Haven.

No bid shall be withdrawn for a period of ninety (90) days.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

**CITY OF WEST HAVEN
GENERAL INFORMATION TO BIDDERS**

PROPOSAL:

Proposals must be made on the blank forms provided and be enclosed in a sealed envelope. The envelope shall be addressed to the Comptroller's Office, City of West Haven, 355 Main Street, West Haven, CT. 06516 with the particular bid No., The name and address of the bidder should appear in the upper left-hand corner of the envelope. Failure to have this information on the envelope or bid in an envelope will result in disqualification from bidding. Failure to enclose a Bid Surety with your proposal and failure to sign proposal sheet and fill out proposal sheet, vendor background or any form enclosed in the bid or acknowledgement of addendum will result in disqualification from bidding.

Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official (city of West Haven, Comptroller's Office) prior to the stated time and place of bid opening. Owner (city) is not responsible for bids delayed by MAIL or DELIVERY SERVICES of any nature.

BID SURETY:

Bidders are required to furnish a Bid Surety with their bid in the amount of 5% of their total bid. The bid surety may be in the form of a Bid Surety written by a company authorized to write Bid Surety's in the State of Connecticut, a certified check or legal tender may be drawn-pay to the order of **TREASURER CITY OF WEST HAVEN**. Successful Bidder (s) surety will be retained by the City until they have fulfilled their obligation with the City of West Haven. All unsuccessful bidders surety's will be returned upon award of bid.

PERFORMANCE, PAYMENT BONDS:

To insure the faithful execution of the contract according to its provisions, the contractor will be required to give, at his own expense, to the City of West Haven a 100% Performance & Payment Bonds for the full amount of the contract (s) awarded to him. Said Bonds are to be written by a company that writes bonds in the State of Connecticut. A certificate of insurance naming the City of West Haven as additional insurer (see attached insurance information) must accompany the Payment and Performance Bonds.

LETTER OF CREDIT:

If a letter is submitted the following information must be included: IRREVOCABLE LETTER OF CREDIT, INTERNATIONAL CHAMBER OF COMMERCE ICC400, THIS LETTER OF CREDIT MUST EXTEND 5 TO 10 DAYS AFTER FINAL ACCEPTANCE OF COMPLETION.

ACCEPTANCE OF CHARTER REQUIREMENTS:

The submission of a bid proposal by a supplier, vendor or contractor for the whole or any part of these specifications shall constitute an acceptance by such persons

Conditions as set forth in the Charter and Ordinances of the City of West Haven in relation to bid proposal, and the award of the contract.

PREFERENCE FOR LOCAL VENDORS:

An ordinance effective on 6/22/95 regarding "PREFERENCE FOR LOCAL VENDORS" If any Local Bidder whose quote is within 10% of the Low Bidder, the Local Bidder may accept the award of the low bid.

TAX EXEMPT:

The City of West Haven is exempt from payment of Federal and State Taxes including Transportation tax.

TIME OF DELIVERY:

Any materials or services contracted for under said bid shall be delivered at such times and to such places as may be ordered by the Comptroller's Office for the City of West Haven or an authorized representative (s); provided, however, that the contractor shall in no case, make deliveries exceeding in value the amount of the purchase orders issued for such deliveries.

INTENT:

Name of makes, models, brand names mentioned herewith are intended to be descriptive only and not restrictive. They are intended to indicate to the bidders the type of equipment desired. The City of West Haven reserves the right to select the materials or services best suited for its needs.

The bidder is to clearly state in his bid exactly what he intends to supply, and he is to furnish with his bid a cut or illustration or other descriptive matter which will clearly indicate what, he proposes to supply.

The City of West Haven reserves the right to accept or reject any or all the options, bids or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the City of West Haven.

Bid forms that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected. In the event any bidder modifies, limits, or restricts all or any part of his bid form in a manner other than that expressly provided for in the bid documents; its bid form may be rejected.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The supplier, vendor, contractor, and/or bidder agrees: To incorporate Equal Opportunity Employment as described by State and Federal Statute

A. He will not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin or ancestry. He will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, creed, national origin or ancestry. Such action shall include, but not be limited to the following:

B. Employment, upgrading, demotion or transfer, recruitment or recurrent advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. He further agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

C. The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, agree that all qualified applicants will receive consideration for employment without regard to race, color, sex, creed, national origin or ancestry.

D. The supplier, vendor, contractor and/or bidder agrees to cooperate fully with the City of West Haven and/or any of its agencies to insure that the purposes of the non-discrimination clause are being carried out.

CONTRACTORS LIABILITY INSURANCE REQUIRMENTS

The Insurance required by this contract shall be written for not less than the following, and greater if required by law:

1. Worker's Compensation:

- a. State: Connecticut – Statutory
- b. Applicable Federal (e.g. Longshoremen's): Statutory
- c. Employer's Liability: \$1,000,000.00 per accident

2. Comprehensive or Commercial Liability (Including Premises – Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage): Contractual Liability and personal Injury

- a. 1,000,000.00 each occurrence C.S.L.
- b. 1,000,000.00 Personal & Advertising Injury
- c. Products and Completed Operations Insurance shall be maintained for five (5) years after final payment.
- d. Property Damage Liability Insurance shall provide X,C. and U coverage
- e. Broad form property damage coverage shall include completed operations

3. Comprehensive automobile Liability: (included owned, non-owned and hired vehicles)
Limited: \$1,000,000.00 each accident (CSL) (BI & PD)

4. Umbrella Excess liability \$5,000,000. each occurrence

5. Contractor shall purchase all risk on completed value form in the names of the owner, contractor, subcontractor and subcontractors, as their interests may appear, with limits or amount equal to the contract sum for the work.

6. Contractor shall provide appropriate insurance certificates, naming the City of West Haven as an additional insured on all policies. 30 days notification shall be required for cancellation or non-renewal.

7. The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the contract which shall specifically set forth evidence of all coverage required. The form of certificate shall be accord 25 (9/09), or accepted equal. The contractor shall subsequently issue amending coverage or limits.

8. Add the following clause:

Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. premises operations (including X-C/U as applicable)
- b. Owners Contractors' Protective
- c. Products and completed operations
- d. Personal injury liability with employment exclusion deleted
- e. Contractual Liability
- f. Owned, non-owned, and hired motor vehicles.
- g. Broad form property damage including completed operations
- h. Umbrella excess liability

NOTICE TO LOCAL VENDORS

AS OF 5/22/95 AN ORDINANCE AMENDING CHAPTER 42 SECTION 42-8 RE: PURCHASING PROCEDURES WAS PASSED BY THE CITY COUNCIL. SECTION 42-8B(2) WAS REPLACED BY SEC. 42-8B(2). THIS ORDINANCE WILL BE IN EFFECT AS OF JUNE 22, 1995.

THE ORDINANCE IS "BID PREFERENCE FOR LOCAL VENDORS"

COPY ATTACHED

ANY VENDOR MEETING THE REQUIREMENTS OF THE ORDINANCE MUST FILL OUT AND SIGN A LOCAL VENDOR FORM. FAILURE TO FILL OUT AND SIGN THIS FORM, WILL RESULT IN DISQUALIFICATION AS A LOCAL VENDOR AND THE VENDOR WILL BE INELIGIBLE TO BE AWARDED A CONTRACT WITH THE CITY OF WEST HAVEN.

THE VENDOR MUST HAVE A BONAFIED ADDRESS, P.O. BOXES WILL NOT BE ACCEPTABLE.

biddoc10

**An ordinance Amending Chapter 42, Section 42-8
Of the Code of the City of West Haven**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN THAT Chapter 42, Purchasing Procedures, Section 42-8, Award of Contract, is hereby amended as follows:

Sec. 42-8 B(2) of the Code of the City is hereby repealed and replaced by the following Sec. 42-8B(2) Bid preference for Local Vendors

Sec. 42-8 B(2) BID PREFERENCE FOR LOCAL VENDORS

- (a) For the purpose of this section "city-based business" shall mean a business with a principal place of business located within the City of West Haven. A business shall not be considered a "city-based business" unless evidence satisfactory to the purchasing agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in West Haven. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.
- (b) For the purpose of this "project" shall mean all bids, and all quotes solicited for purchases exempted from bidding pursuant to Chapter 42 of the Code of the City of West Haven, as amended, except Request for Proposal
- (c) On any project the lowest responsible bidder shall be determined in the following order:
 1. (a) On projects the cost of which are one million dollars total contract price or less, any city-based bidder which as submitted a bid not more than ten (10) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.
 - (b) On projects the cost of which are over one million dollars but less than five million dollars total contract price, any city-based bidder which has submitted a bid not more than five (5) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.
 - (c) On projects the cost of which are over five million dollars total contract price, any city-based bidder which has submitted a bid not more than three (3) percent higher than the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than three (3) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidders which submitted the lowest bid.

(2) The Low Bidder

- (a) Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to a solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit this affidavit form may result in disqualification as a local vendor and ineligibility for contract award.

(b) Any local vendor submitted the second lowest bid meeting the above requirements will be given the opportunity to match the low bid. The local vendor shall be required to submit a written acknowledgement of their acceptance of the low bid to be eligible for contract award.

Enacted by the City Council:

Monday May 22, 1995

Approved by the Mayor _____ Date: _____

Operative and in Effect: Thirty (30) days from above date of Mayor's approval

PROPOSAL SHEET

Pursuant to and in compliance with your advertisement for bids and the information to bidders related thereto, the undersigned hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary to proper for, or incidental to furnishings and installing as required by and in strict accordance with the specifications and all addenda issued by the City of West Haven, for sum (s) set forth on the proposal sheets immediately following. The undersigned further agrees to make good any damages incident to delivery and/or installation.

The specifications for these items, including installation where required, and hereby recognized and considered a part of this contract.
Any deviations from attached specifications are to be noted in detail.

ADDENDUM RECEIPT: Receipt of addenda acknowledged Bidder is responsible for securing any addendum to project or services.

ADDENDUM	DATE	ADDENDUM	DATE
1. _____	_____	2. _____	_____

DATE OF COMPLETION _____ (construction projects)

TOTAL AMOUNT OF BID \$ _____
FIGURES

TOTAL AMOUNT OF BID \$ _____
WORDS

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____
FOR ABOVE PROPOSAL

TITLE _____ DATE _____

BID SURETY:

BID BOND _____ BANK CK. \$ _____ # _____

CERTIFIED CK. \$ _____ CK. # _____

LOCAL VENDOR FORM

COMPANY NAME _____

COMPANY ADDRESS _____
STREET

CITY STATE ZIP CODE

PHONE NO. _____ FAX NO. _____

YEARS IN BUSINESS _____ TYPE OF BUSINESS _____

YEARS BUSINESS LOCATED IN WEST HAVEN _____

AWARDED CITY OF WEST HAVEN CONTRACTS

BID NO.	DESCRIPTION	DEPT.	YEAR

HAS YOUR COMPANY EVER FAILED TO COMPLETE A CITY OF WEST HAVEN CONTRACT?
YES ___ NO ___
IF YES TO THE ABOVE QUESTION PLEASE EXPLAIN: _____

I _____ PRINCIPAL _____
(NAME) (TITLE)

OF _____
(COMPANY)

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND MY
COMPANY _____ IS LOCATED IN THE CITY OF WEST HAVEN AT THE
ABOVE ADDRESS.

DATE _____ SIGNED: _____

VENDOR BACKGROUND DATA

COMPANY INFORMATION

NAME _____

ADDRESS _____
STREET CITY STATE ZIP CODE

PHONE NO. _____ FAX NO. _____

NAME OF PRINCIPALS

PRESIDENT _____

VICE PRESIDENT _____

SECRETARY _____

TREASURER _____

NO. OF EMPLOYEES _____ YEARS IN BUSINESS _____

WHEN ORGANIZED _____ WHEN INCORPORATED _____

HAVE YOU EVER FAILED TO COMPLETE A CONTRACT? YES _____ NO _____

IF YES PLEASE EXPLAIN _____

REFERENCES:

COMPANY CONTACT PHONE NO.

OTHER MUNICIPAL CONTRACTS:

CITY YEAR CONTACT PHONE NO.

SIGNATURE: _____ DATE: _____

**VENDOR CERTIFICATION AND AFFIDAVIT
OF NO REAL OR PERSONAL PROPERTY TAXES OWED
BY BIDDER FOR CONTRACT(S) TO
THE CITY OF WEST HAVEN**

STATE OF)
)
COUNTY OF) SS:

Personally appeared, _____, as

_____ on behalf of _____
(Indicate position or office with bidder)

_____ (hereinafter called the "Bidder") and, who, being duly
sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8 B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.

Duly Authorized

Subscribed and sworn to before me on this day of 200 .

Notary Public/ Commissioner of the Superior Court
My Commission expires:
Affix Seal here

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE HEREUNDER.



LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this litigation disclosure form may result in disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Has any member of your Firm/Company to be assigned to this engagement ever been indicted or convicted of a felony in the last five (5) years?

YES NO

2. Has any member of your Firm/Company been terminated (for cause or otherwise) from any work being performed for any Federal, State or Local Government, or Private Entity?

YES NO

3. Has any member of your Firm/Company been involved in any claim or litigation with any other Federal, State or Local Government, or Private Entity during the last five (5) years?

YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s) and firm, the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Signature/Title of Authorized Representative

Date



SMALL BUSINESS/MINORITY BUSINESS SET-ASIDE LAW

CHRO Implementing Program

As CCM previously reported, the 2015 Special Session omnibus “budget implementer” bill (PA 15-5, Sections 58-71 & 88), among other things, requires towns and cities to comply with the state small business/minority business set-aside requirements. The new law will apply to state-funded municipal public works contracts in excess of \$50,000 for the “construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.” The purchase of goods and services by a municipality are not subject to the set-aside provisions under the Act.

The program will be administered by the Commission on Human Rights and Opportunities (CHRO). As required by statute, CHRO provided training for municipal officials on implementation of the program. As a result of the training, CHRO provided supportive materials including, (a) FAQs Regarding Contract Compliance Requirements for Municipalities for Municipal Public Works Contracts, (b) bid notice language, and (c) a sample checklist for contracting. See enclosures for such materials.

For specific project related questions, please refer to the CHRO website or contact CHRO Staff directly at (860) 541-3400.

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If you have any questions on this bulletin, please contact Randy Collins (rcollins@ccm-ct.org; 860-707-6446) or Mike Muszynski (mmuszynski@ccm-ct.org; 203-500-7556).

Enclosures

This bulletin has been sent to CCM-member mayors, first selectmen, town/city managers, purchasing agents, municipal attorneys and public works directors.

FAQs Regarding Contract Compliance Requirements for Municipalities
For Municipal Public Works Contracts
Under June 2015 Special Session P.A. 15-5

1. What municipal contracts are covered by the new contract compliance requirements effective October 1, 2015?

Municipal Public Works contracts funded in whole or in part by the state are the contracts subject to the contract compliance requirements and set-aside goals. Other municipal contracts are not subject to the new requirements.

2. How can a municipality meet contract compliance requirements and set-aside goals?

The municipality solicits bids for a General Contractor (GC) or a Construction Manager at Risk (CMR). It is the GC or CMR that is responsible for meeting the set-aside goals and vetting the SBE/MBE subcontractors.

Municipalities must include contract compliance and set-aside language in all bid documents for a municipal public works contract to inform contractors of their obligation to meet contract compliance requirements and demonstrate good faith effort to achieve set-aside goals. All contracts must also contain contract compliance and set-aside language. It is the CONTRACTORS' responsibility to meet the requirements.

3. If a municipal public works contract is contracted for less than \$50,000 and change orders push the contract value greater than \$50,000 will the set-aside requirements apply?

Projects under \$50,000 are not subject to set-aside requirements. Change orders that increase a contract over \$50,000 may be subject to further review by the CHRO when the change orders substantially increase the value of the contract.

If the contract is less than \$50,000 a municipality must still include the anti-discrimination language in the contract.

4. How often would municipalities be required to report to CHRO?

Municipalities should contact CHRO:

- **When a municipal public works contract is funded in whole or in part by the state**
- **When the municipality has a pre-bid meeting for the public works project**
- **When the municipality selects a bidder**

project, the list of contractors solicited for bids, the location of the project in relation to the subcontractors solicited and other project-specific factors.

10. Is there specific language that must be included in the bid documents and contracts?

YES. The language will be available on the CHRO website.

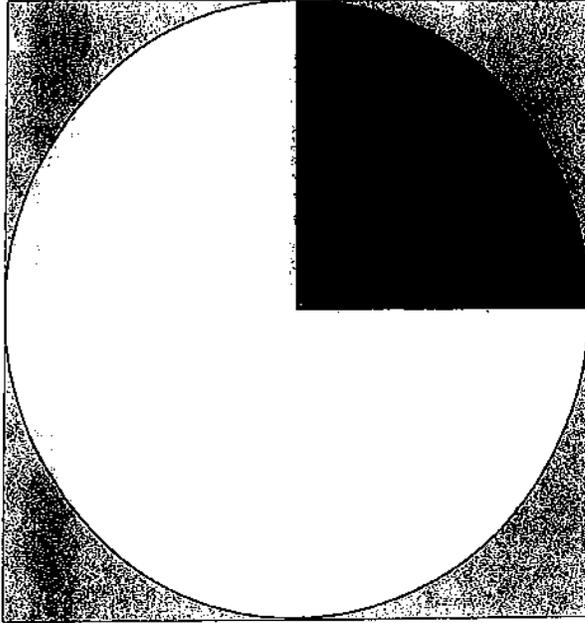
11. Are there specific forms that must be completed?

YES. The forms are available on the CHRO website.

12. There appear to be conflicting views on how to calculate the set-aside. Please explain the requirements using an example with funds to show how contractors must comply.

The law requires set-asides be placed on the portion of a municipal public works contract that is funded by the state; however, many awarding agencies and contractors choose to calculate the set-aside requirements based on the total value of the contract regardless of funding source(s). The CHRO encourages municipalities to find ways to maximize the diversity of the workforce so job opportunities are opened for small business, minority business, women's business, and disability-owned business enterprises.

Please see example of calculation for set-aside below using the statutory formula on the next page:



- SBE VALUE
- MBE VALUE
- TOTAL VALUE

SBE + MBE = 25%

BID NOTICE LANGUAGE (for print media)

This contract is subject to state set-aside and contract compliance requirements.

BID LANGUAGE (for bid documents)

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

The contractor shall be required to make good faith efforts to place a minimum of twenty-five (25%) percent of the subcontracts awarded by the general contractor/construction manager at risk with eligible contractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned business(s) and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.)

SAMPLE
CHECKLIST FOR CONTRACTING
2015

- POST THE BID NOTICE WITH CHRO LANGUAGE INCLUDED
- PRE-BID MEETING (IF APPLICABLE)
- PROVIDE BID DOCUMENTS WITH CHRO LANGUAGE INCLUDED
- SCREEN BIDS
 - CHECK CHRO WEBSITE FOR CONTRACTOR AFFIDAVIT LIST
 - CHECK WITH CT LAW JOURNAL TO ENSURE CONTRACTOR IS NOT DEBARRED
- SELECT BIDDER
- SEND NOTICE TO CHRO AND SELECTED BIDDER:
 - \$50,000 TO \$499,999 CONTACT AWARD NOTICE
 - \$500,000 AND ABOVE INTENT TO AWARD CONTRACT NOTICE
- EXECUTE CONTRACT WITH CONTRACT COMPLIANCE AND SET-ASIDE LANGUAGE
 - \$50,000 TO \$499,999 WHEN AWARDED
 - \$500,000 AND ABOVE ONLY WHEN:
 - CONTRACTOR HAS SUBMITTED AN APPROVED AFFIRMATIVE ACTION PLAN TO CHRO
 - REQUESTED APPROVAL FROM CHRO TO AWARD CONTRACT AND RETAIN 2% PER MONTH OF THE TOTAL CONTRACT VALUE UNTIL CONTRACTOR HAS SUBMITTED AN APPROVED AFFIRMATIVE ACTION PLAN TO CHRO AND CHRO HAS GRANTED APPROVAL.
- ENSURE A COPY OF A LETTER OF TRANSMITTAL FROM THE CONTRACTOR WAS RECEIVED CONFIRMING AN AFFIRMATIVE ACTION PLAN WAS FILED WITH CHRO

**AGREEMENT
BY AND BETWEEN THE
CITY OF WEST HAVEN
AND**

FOR CONSTRUCTION SERVICES

This Agreement, made this _____ day of _____, 200__ by and between the City of West Haven, a municipal corporation organized and existing under the laws of the State of Connecticut, with offices located at City Hall, 355 Main Street, West Haven, Connecticut 06516 (hereinafter referred to as the "City") and _____, a (corporation, partnership, limited liability company, sole proprietorship) organized and existing under the laws of the State of _____, with an office and place of business located _____ at _____ (hereinafter referred to as the "Contractor".)

ARTICLE 1 DESCRIPTION OF WORK

The Contractor shall provide all labor, materials and equipment necessary or reasonably required to complete the project known as _____ (hereinafter referred to as the "Project") in a workmanlike and professional manner in accordance with the Contract Documents (hereinafter referred to as the "Work").

ARTICLE 2 CONTROL OF WORK

The Project shall be administered on behalf of the City _____, hereinafter referred to as the "Director." The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

ARTICLE 3 CONTRACT DOCUMENTS

The Contract Documents shall consist of this Agreement, the Invitation for Bid, the City's Request for Proposals – including all documents included in the bid package and any addenda thereto – and the Contractor's Bid Response. The Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of a contract document irreconcilably conflicts with a provision of another, the Contractor immediately shall bring the conflict to the Director's attention. The Director will review the purported conflict and issue his determination of the proper interpretation of the Contract Documents, which shall be final and binding upon the Contractor.

The Director also shall make the final determination as to the intent of the Contract Documents should the parties have any disagreements pertaining to same.

ARTICLE 4 SITE INVESTIGATION

The Contractor hereby confirms and acknowledges that it has fully examined the location of the Work and the surrounding area (hereinafter referred to as the "Site") and is fully aware of all existing conditions that may, in any way, affect the Work. The Contractor acknowledges and agrees that it shall have no claim for additional compensation arising out of any condition that could have been found during a thorough review of the Site.

ARTICLE 5 INFORMATION NOT GUARANTEED

The City has provided the Contractor with information pertaining to the Project and will provide any and all additional information in the City's possession or control that may be necessary for the proper completion of the Work. In addition, upon the Contractor's request, the City will assist the Contractor in obtaining additional information pertaining to the Site and/or the Work. Notwithstanding the foregoing, the Contractor acknowledges that it has made its own inquiry and investigation into the accuracy of any information provided by the City or obtained with the City's assistance and the Contractor agrees that it will make no claim against the City by reason of the Contractor's alleged reliance on any such information.

ARTICLE 6 COMPLIANCE WITH LAWS, REGULATIONS AND PERMITS

The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional compensation. The Contractor also shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

ARTICLE 7 PERFORMANCE AND PAYMENT BONDS

If the work to be performed hereunder involves the construction, alteration or repair of any public building or public work where the compensation due the Contractor will exceed \$100,000, the Contractor shall furnish the City with a Payment Bond guaranteeing payment to all those providing materials or furnishing labor or both to the Project and the Contractor shall furnish the City with a Performance Bond guaranteeing the satisfactory completion of the Project. Both bonds shall list the Contractor as the principal and the City as the obligee and both bonds shall be in a principal amount equal to 100% of the Contract Amount listed in Article 8 and be from a surety that is satisfactory to the City.

If bonds are required pursuant to this Article, the Contractor's obligation to provide acceptable Performance and Payment Bonds will be a condition precedent to the City's execution of this Agreement.

ARTICLE 8 CONTRACT AMOUNT

The City will pay to the Contractor for the satisfactory completion of the Project and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total sum of _____ Dollars (\$_____).

ARTICLE 9 PROGRESS PAYMENTS

During the course of the Work, the Contractor shall be entitled to progress payments based upon the value of the Work completed to date as certified by the Director. If the Contractor's bid was for a lump sum price instead of a unit price contract, then the Contractor shall submit with its first application for payment a detailed schedule of values showing a breakdown of the Contract Amount specified in Article 8. The schedule of values will be reviewed by the Director and will be accepted or returned to the Contractor with requested revisions. Once accepted, however, the Contractor's schedule of values shall provide a basis for reviewing the Contractor's applications for payment.

On or before the last day of the month – but no more often than once per month – the Contractor shall submit to the Director an application for payment in a form acceptable to the City. The application for payment will indicate the total value of the work completed to date, which will be determined by either multiplying the contract unit prices by the item quantities completed to date or by using the approved schedule of values. The amount of the requested payment will then be determined by deducting five percent (5%) retainage and the previous amounts certified for payment from the total value of the completed work.

The Director will review the application for payment within 5 days of receipt. If the Director agrees that the application for payment accurately reflects the value of the work completed to date, then the Director will certify to the City that the requested payment should be issued. If the Director does not agree that the application reflects the actual value of the completed work, then the Director shall make adjustments to the application for payment and certify to the City the amount of the payment that it believes should be issued. The Director shall give the Contractor notice of the amount of the certified payment and, if the Director does not certify the application for payment for the full amount that the Contractor requested, then the notice shall state the reasons why the Contractor's application for payment was adjusted.

The Director may adjust the Contractor's applications for payment in the best interests of the City. The reasons that the Director may adjust the Contractor's application for payment include, but are not limited to, adjustments necessary to reflect the actual value of completed work, adjustments necessary to cover the cost of any defective or incomplete work and/or adjustments necessary to protect the City against any claims or potential claims that may be made against the City arising out of the Project.

Once the application for payment has been certified by the Director, payment shall be made to the Contractor within forty-five (45) days thereafter. No payment made under or in connection with this Agreement shall be construed as an acceptance of defective, faulty or improper work or

materials nor shall it release the Contractor from any of its obligations under this Agreement: nor shall entrance and use by the City constitute acceptance of the Work or any part thereof.

The Contractor shall make payment to all of its subcontractors for whose work it has received payment from the City within thirty (30) days of its receipt of payment from the City. The Contractor also shall include in all of its subcontracts a provision requiring its subcontractors to pay their sub-subcontractors within thirty (30) days of their receipt of payment from the Contractor.

ARTICLE 10 FINAL PAYMENT

Final payment, not including the release of retainage, by the City to the Contractor shall become due and payable when: (1) the Work has been fully (100%) completed and accepted by the City; (2) the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) the Contractor executes and delivers a general release running to and in favor of the City; (4) the Contractor provides all required manufacturers' certifications that all products and materials have been properly installed and/or incorporated into the Project and issuance of all applicable manufacturers' warranties for same; and (5) the Contractor provides all required Certified Payrolls acceptable to the State of Connecticut Department of Labor.

The Contractor shall indemnify, defend and hold harmless the City from any and all claims, if any, arising out of the Project that are brought against the City after final payment is made.

Final payment shall not be considered a waiver of any and all claims arising out of the Project that the City has, had or ever may have against the Contractor.

ARTICLE 11 RELEASE OF RETAINAGE

Retainage will be held for a period of twelve (12) months following the completion of the Work. If, at any time during the twelve (12) month period following the completion of the Work, the Contractor fails to make any repairs pursuant to Article 25, the City may cause the repairs to be made and pay the expense of any such repairs out of the sum retained. Upon expiration of the twelve (12) month period, provided that the Work shall be in good order, the Contractor shall be entitled to the release of the retainage less monies expended for repairs, if any, as specified herein.

ARTICLE 12 TIME FOR COMPLETION

Within ten (10) calendar days after its receipt of a Notice to Proceed from the City, the Contractor shall commence the Work and shall diligently and continuously prosecute the Work until completion. The Contractor shall complete the Work by no later than _____ calendar days after the issuance of the Notice to Proceed.

Upon receipt of the Notice to Proceed, the Contractor shall submit a schedule indicating the timely completion of the Work. The schedule shall provide information pertaining to the times and sequence of operations required for the Work. The Contractor shall continuously monitor the project schedule and shall submit periodic updates indicating the actually time that was required for individual operations – if different from the time originally scheduled – and indicating any adjustments to the schedule for the remaining Work necessary to complete the Work by the Project’s completion date.

If the prosecution of the Work is delayed, obstructed, hindered or interfered with by any cause including but not limited to any act, omission, neglect, negligence or default of the City or anyone employed by City or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Notwithstanding the foregoing, the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the City, in writing, of the cause or causes of such delay, obstruction, hindrance or interference within seven (7) days of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. The Contractor acknowledges that the seven (7) day written notice requirement is a condition precedent to the Contractor's right to a time extension and the Contractor expressly waives all claims for a time extension if the aforesaid notice is not given.

ARTICLE 13 LIQUIDATED DAMAGES

Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of the Project is necessary if the City is to avoid damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, if the Contractor fails to complete the Work within the time specified in Article 12, then the sum of _____ Dollars (\$ _____) per calendar day shall be deducted from any monies due or that otherwise may become due the Contractor.

This sum shall not be imposed as a penalty but as liquidated damages due the City because of the damages, inconveniences and additional costs resulting from the Contractor’s delay in completing the Work.

ARTICLE 14 NO DAMAGES FOR DELAY

The Contractor agrees that it shall not be entitled to any cost reimbursement, compensation or damages of any kind for any delay, obstruction, suspension, hindrance or interference to the Work and that the only contract adjustment to which it may be entitled for any such delay, obstruction, suspension, hindrance or interference to the Work shall be a time extension, if authorized by the City, pursuant to Article 12.

ARTICLE 15 SHOP DRAWINGS (IF APPLICABLE)

The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Director shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

The Contractor's submission of a shop drawing to the Director shall constitute the Contractor's representation that the Contractor has reviewed the submission for accuracy and compliance with all Contract Documents and that all required engineering has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawings by the Director shall not constitute an undertaking by the Director to identify deficiencies in the submission, which is the Contractor's sole responsibility.

ARTICLE 16 INSPECTION AND DEFECTIVE WORK

The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the Director and its authorized representatives. The Contractor shall, within twenty-four (24) hours after receiving written notice of defective work, proceed to take down all portions of the Work and remove from the premises all materials that the Director shall condemn as unsound, defective or improper or as in any way failing to conform to the Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

ARTICLE 17 DAMAGE TO THE WORK

The Contractor shall remain fully liable for the Site and the Work until the Project is accepted by the City. The City shall not be responsible for any damage to the Work prior to final acceptance. In addition, the City shall not be responsible for any loss or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor in the performance of the Work.

The Contractor is responsible for protecting the Work from damage that may be caused by weather, Site conditions, traffic, or by other contractors. Protection includes, but is not limited to, barricades and signage, coverage or insulation to protect from rain, dust, wind, snow and freezing temperatures and any other protection customarily required and provided, e.g. roofs under construction must be made watertight so that building interiors are properly protected. The Contractor also is responsible to protect areas adjacent to the Work from damage that could be caused by its operations.

ARTICLE 18 CHANGES TO THE WORK

The City reserves the right – without invalidating this Agreement – to make changes to the Work that may involve additions, deletions and/or modifications to the Contract Documents. Upon receipt of a proposed addition, deletion and/or modification to the Contract Documents, the

Contractor shall notify the City of its proposed increase or deduction in the Contract Amount requested as a result thereof. If the City accepts the Contractor's proposal, the Director shall issue a written change order incorporating the proposed addition, deletion and/or modification into the Contract Documents.

If the City and the Contractor are unable to agree upon the value of the work to be changed, added or omitted, the Contractor shall proceed with the work promptly under a written order of the City from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be determined by the Director. The Director's decision pertaining to the value of the work shall be final and binding upon the parties hereto.

In the case of omitted work, the City shall have the right to withhold from payments due or to become due to the Contractor an amount which, in the City's opinion, is equal to the value of such work.

All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. The obligations of Contractor shall not be reduced, waived or adversely affected by the issuance of such change orders.

ARTICLE 19 SAFETY

The Contractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Site is its responsibility. The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work.

When so ordered, the Contractor shall stop any part of the Work that the Director deems unsafe until corrective measures satisfactory to Director have been taken, and the Contractor agrees that it shall not have any claim for damages growing out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may take corrective measures but is not required to do. The cost of any such safety measures implemented by the City will be deducted from monies otherwise due the Contractor. The Contractor's failure to stop unsafe practices shall in no way relieve the Contractor of its responsibility for safety regardless of whether the City takes any action. The Contractor will indemnify, defend and hold harmless the City from any and all claims, liabilities and damages arising from the Contractor's unsafe practices.

ARTICLE 20 DISPUTE RESOLUTION

If the Contractor encounters a situation for which it believes it is due additional compensation, the Contractor shall submit notice of its claim, in writing, to the City within thirty (30) days

following the occurrence of an event giving rise to the claim or within thirty (30) days after the Contractor first acquires knowledge or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. The written notice of claim shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the Contractor's information.

The Claim shall be submitted to the Director for an initial decision. The Director's decision shall not be final and binding upon the parties but shall serve as the basis for discussion if the parties do not agree with the Director's initial decision.

The parties recognize that claims are a part of the construction process and that disagreements may arise. The parties further recognize that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In light of the foregoing, the City and the Contractor hereby agree that if they disagree with the Director's initial decision regarding a claim, then they will participate in good faith negotiations in an attempt to reach an agreement.

In the event that such disputes are not resolved by good faith negotiations, the matter may be submitted to non-binding mediation before a third party neutral if both parties agree to same and are willing to share the costs. Any disputes that are not resolved by negotiation and/or mediation shall be resolved in the Connecticut Superior Court for the Judicial District of New Haven at New Haven.

ARTICLE 21 TERMINATION OR SUSPENSION

The City may at any time and for any reason terminate this Contract for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the services satisfactorily performed prior to termination but such compensation shall not include unabsorbed home office overhead or lost profits. Such amount shall be fixed by the City after consultation with the Contractor.

In the event the City determines that there has been a material breach by the Contractor of any of the terms of the Contract Documents; the Contractor refuses or has failed to perform the Work or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof; the City determines that the Work hereunder is not being performed according to the Contract Documents; the Contractor at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; the Contractor fails in any respect to prosecute the Work with promptness and diligence; the Contractor causes by any act or omission the stoppage, delay, or damage to the Work of any other contractors or subcontractors on the Project; the Contractor fails in the performance of any of the terms and provisions of the Contract Documents; there is filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or the Contractor becomes insolvent or is adjudicated bankrupt or goes into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or makes a general assignment for the

benefit of creditors, or otherwise acknowledges insolvency, the City has the right, power and authority to terminate this Contract for cause upon providing the Contractor three (3) days written notice. Said notice is provided for the purposes of allowing the Contractor the opportunity to wind down its operations and is not intended to provide the Contractor with the opportunity to cure.

In the event of a termination for cause, the City may proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project and the Contractor shall be obligated to pay the City the cost of completing the Work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also for all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with the re-procurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. Upon a termination for cause, the City will have no further obligation to issue payments to the Contractor until the Work is complete.

If the costs and expenses and other charges associated with completing the work exceed the amount otherwise due the Contractor, then such excess amounts shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting the prompt completion of the Project.

If the Contract is terminated for cause and that termination ultimately is determined to have been wrongful, then the termination will be considered to have been a termination for convenience and the Contractor shall be compensated for its work in accordance with the first paragraph of this Article. The Contractor will not be entitled to any other compensation or damages – other than that specified in the event of a termination for convenience – as a result of the termination initially having been deemed a termination for cause.

The City also shall have the right to suspend the Contractor's performance under this Contract at any time and for any reason that the City deems in its best interest. Should the City reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Contractor pursuant to this Agreement shall be applied as payment on the fees as set forth in the Agreement at the time of reactivation, and payment for all remaining work shall be made in accordance with this Contract Documents without adjustment. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the Contractor and the City may renegotiate the Contract Amount based upon current conditions or the Contractor or the City may unilaterally elect to terminate this Agreement.

Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided herein.

ARTICLE 22 INDEMNIFICATION

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Contractor of its duty to defend the City, as specified in this Agreement, pending a determination of the respective liabilities of the Contractor and the City, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, the Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 23 INSURANCE

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease and Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for

the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of \$5,000,000.00 combined single limit is required.

Environmental Liability: If applicable based on the Contractor's Work, the Contractor is required to provide environmental and remediation insurance in the amount of \$10,000,000.00 per claim limit and \$10,000,000.00 aggregate limit.

Railroad's Protective Public Liability and Property Damage Liability Insurance: If the Project involves work on, over or under the right of way of any railroad company, the Contractor shall carry, with respect to the operations it performs and also those performed for it by subcontractors for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

Umbrella Excess Liability: If the contract amount is in excess of \$100,000, then umbrella excess liability insurance in the amount of \$5,000,000 each occurrence also is required.

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

The Contractor shall require that all subcontractors provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City.

Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

The liability insurance coverage, except Workers' Compensation required for the performance of this Agreement, shall include the City as an Additional Insured but only with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to the City prior to the Contractor's commencement of services under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

ARTICLE 24 SUBCONTRACTING/ASSIGNMENT

The Contractor shall not subcontract any portion of the Work to be performed hereunder without the prior written consent of the Director. The Director's approval shall be necessary as to both the work to be subcontracted and the subcontractor to perform the same.

The Contractor shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereinafter the "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City until the City provides its written consent to such Assignment. The Contractor agrees that any such Assignment shall not relieve the Contractor of any of its duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and the assignee or transferee.

The Contractor further agrees that all of the City's defenses and claims arising out of this Agreement with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized representative. The Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with the Assignment.

ARTICLE 25 WARRANTIES

The Contractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the City.

Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Contractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Contractor under the Contract Documents, shall constitute a default by Contractor.

ARTICLE 26 WAGE RATES

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000.00) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of West Haven. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

ARTICLE 27 LOCAL WORKER PREFERENCE

In the employment of mechanics, laborers and workmen for the Work on the Project, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly.

Prior to the commencement of performance of the Work on the Project, the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work on the Project. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

ARTICLE 28 NO DISCRIMINATION

The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment.

The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the project site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

ARTICLE 29 APPRENTICE PROGRAMS

If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be

relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting documents, to the City.

In order to monitor compliance with this Article, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly.

An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with this Article, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

ARTICLE 30 SERVERABILITY

In the event that any provision of any part of a provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

ARTICLE 31 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the City except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the City except in writing signed by its duly authorized officer or agent.

ARTICLE 32 NOTICES

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth above or to such other addresses as the respective parties hereto may designate in writing.

ARTICLE 33 PROVISIONS REQUIRED BY LAW

Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such

provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

ARTICLE 34 CORPORATE RESOLUTION

The Contractor represents to the City as follows:

That the Contractor is a legally existing business entity under the laws of its respective states of recording and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the Contractor has the financial resources to complete the Project;

That the Contractor has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized individual, in accordance with such individual's powers to bind the organization hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF WEST HAVEN

By: _____
Edward M O'Brien
Its Mayor
Duly Authorized

By: _____

Its
Duly Authorized

(Affix corporate seal of Contractor if a
corporation)

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____ Date: _____
Comptroller

APPROVED AS TO FORM:

By: _____ Date: _____
Corporation Counsel

Rev. 8/42008

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CONTRACT

THIS AGREEMENT, made and entered into this _____ **day of 2016**, in the year Two Thousand and Sixteen by and between the West Haven Public Schools, and **(Contractor name goes here)** hereinafter designated the "Contractor".

WITNESSETH: That the Contractor has agreed and by these presents does agree with the said City of West Haven for the considerations herein mentioned and contained at his own cost and expense to provide all materials, labor, tools, equipment, and other means of construction to complete the proposed work in the manner and under the requirements further specified in this agreement.

Section 1. WORK TO BE PERFORMED.

Item#1: Procure and install auditorium seating with approximately 680 seats, (672 standard seats, 8 handicap spaces or per code). Number to be confirmed by vendor and owner.

SEE SCOPE OF WORK in the Technical Specifications starting on page 17 of this document.

Section 2. TIME OF BEGINNING AND COMPLETING WORK.

The Contractor shall begin operations under this contract upon a date to be specified in a written order from the Project Manager (PM) and the Contractor shall fully complete all work hereunder within the time limits stated in the Contractor's Proposal. Should the Contractor be delayed in the execution of the contract by any valid causes beyond his control, such as Acts of God, fire, flood or other causes deemed valid by the PM, the Contractor may submit a claim for an extension of the prescribed time limit. To receive consideration, such claim or claims shall be filed in writing, with a full statement of the reasons therefore, within seven (7) days of the occurrence of the delay. The decision of the PM regarding extension of time will be final.

On Premises Start	October 1, 2016
Substantial Completion	October 30, 2016.

Contractor will provide a schedule to including construction milestones, task durations, and lead times for equipment. The schedule will be detailed by using number of days after contract award for each construction milestones, task durations and lead times for equipment.

Section 3. CITY, CONTRACTOR, AND PROJECT MANAGER DEFINED.

Whenever the words defined in this section occur in this contract and in the specifications, they shall have the meaning given below:

- **CITY:** The word "City" shall mean the City of West Haven, CT.
- **CONTRACTOR:** The word "Contractor" shall mean the party above designated.
- **PROJECT MANAGER:** The word "Project Manager" shall mean the PM Resources LLC acting on behalf of the City as its authorized agent.

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Section 4. PROJECT MANAGER TO DETERMINE.

It is agreed by the parties to this contract that the Project Manager for the City shall in all cases determine the amount and character of the work to be done and to be paid for under this agreement, the quality and acceptability of the materials to be used therein, and shall decide all questions that may arise relative to the intent and fulfillment of this contract. His estimate and decisions shall be final and conclusive and shall be a condition precedent to the right of the Contractor to receive any payments under this agreement.

Section 5. ABSENCE OF CONTRACTOR.

Whenever the Contractor is not present at the work site when it may be desired to give instructions, orders may be given by the Project Manager, or his agent, to the superintendent or foreman who may have charge of the work at the time, and he shall receive and obey such orders forthwith.

Section 6. DISCREPANCIES, ERRORS AND OMISSIONS.

The plans and specifications are intended to be explanatory of the work to be done and of each other, but should any discrepancies, errors or omissions appear they shall be subject to correction and interpretation by the Project Manager thereby defining and fulfilling the intent of this contract. If any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, the Contractor will not be entitled to extra compensation, but the said fixtures or work, or both, shall be installed or done the same as if called for both by the drawings and by the specifications.

Section 7. ALTERATIONS.

The Project Manager may make alterations in the plan, form, dimensions, or materials of the work or any part thereof, either before or after the commencement of construction. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated for such work under this contract, except that if unit prices are not stipulated for such work, compensation for increased work shall be made under the item for Extra Work, and for decreased work the Contractor shall allow the City a reasonable credit as determined by the Project Manager. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with.

Section 8. OBLIGATIONS OF CONTRACTOR.

The Contractor shall do all the work and furnish all the materials, equipment, tools, and appliances necessary or proper for performing and completing the work required by this contract within the allowed time. He shall complete the entire work to the satisfaction of the Project Manager and in accordance with the plans and specifications forming a part of this

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contract and the directions of the Project Manager as given during the progress of the work, at the prices agreed upon and fixed therefore.

The Contractor shall conduct his work so as to be as non-disruptive to the daily school program. He shall, at his own expense (except as provided in the General Specifications in respect to traffic officers) whenever necessary or required, maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.

The Contractor shall take responsibility for the work done under this contract, for the supervision and protection of the work and for the prevention of injuries to persons and damage to property and utilities on or about the work.

Section 9. COMPETENT AND SUFFICIENT WORKERS.

Sufficient and competent workers shall be employed by the Contractor to complete the work in the specified time. If, in the opinion of the Project Manager, the Contractor shall employ personnel who are incompetent or unfaithful in the performance of the work, they shall be removed from the job at the request of the Project Manager.

Section 10. EXAMINATION OF WORK.

The Project Manager shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking down and replacement of material and rebuilding of the work shall be considered as extra work unless the original work was done in the absence of the Project Manager or his inspector without his written authorization. Should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing, and making good, shall be at the expense of the Contractor.

Section 11. REJECTED MATERIALS AND DEFECTIVE WORK.

Materials of whatever kind furnished by the Contractor and condemned by the Project Manager as unsuitable or not in conformity with the specifications shall forthwith be removed from the working area by the Contractor and shall forthwith be removed elsewhere in the work. Any errors, defects or omissions in the execution of the work or in the materials used in the work even though they may have been passed or overlooked or have appeared after completion of the work and discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Project Manager. The Contractor shall reimburse the City for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Project Manager occurring previous to the final payment.

The presence of a Project Manager during construction will in no way relieve the Contractor of his liability for defective work or materials. The Contractor shall repair, at his own expense, any defective work occurring within a period of one (1) year from the time of completion of the contract. The Contractor shall bear all losses resulting to him or the City on account of the

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work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes.

Section 12. INSURANCE.

The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the City and shall be subject to the approval of the City for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the City shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. The City of West Haven shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the City not less than ten (10) days before the expiration of such policies.

A. Comprehensive General Liability Insurance.

The Contractor shall take out and maintain during the life of this contract such Comprehensive General Liability Insurance (which shall include explosion and collapse and underground hazards if so requested by the City), as will protect it, the City, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this contract whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be in the following minimum limits:

General Liability:	(Minimum Limits)
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Bodily Injury Liability and \$1,000,000 (combined) – each occurrence Property Damage Liability

The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established

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within. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof.

B. Comprehensive Auto Liability Insurance.

The Contractor shall take out and maintain during the life of this Contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by the Contractor or used by the Contractor in the prosecution of the work under the contract and the amounts of such insurance shall be in the following minimum limits:

Auto Liability – Combined Single Limit:

Each Accident	\$1,000,000
Umbrella Each Occurrence	\$1,000,000
(Excess Liability) Aggregate	\$1,000,000

C. Workers' Compensation Insurance and Employer's Liability.

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

Workers Compensation and WC Statutory Limits:

Employees Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Section 13. DAMAGE, SUITS AND CLAIMS.

The Contractor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the City from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the City may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this contract or any activities in connection with said contract, or on account of any claim for patent, trademark or copyright infringement, whether such losses and damages be suffered or sustained by the City directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the City liable therefore. The City may withhold such portions of any payments that may be due hereunder as may be considered necessary to cover any suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to the City. This section shall also apply to "extra work" and all other operations by the Contractor in connection with this contract.

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Section 14. CLAIMS AND LIENS.

The Contractor shall pay punctually the workers who are employed on the work and the parties who have furnished materials, and shall give the City satisfactory evidence that all parties who have done work or furnished materials have been fully paid. If the Contractor shall fail to give such satisfactory evidence to the City, the City may withhold from the payment otherwise due the Contractor hereunder such sums of money as will in its judgment cover such claims, or the City may pay such claims and charge the same to the account of the Contractor.

Section 15. NOT TO SUBLET.

The Contractor shall give his personal care and attention to the faithful prosecution of the work, shall keep the work under his personal control and shall not assign or sublet the work or any part of the work, and shall not assign any of the money payable under this agreement, or his claim thereto, except by and with the consent of the City. No such consent by the City shall operate to relieve the Contractor from any obligation or liability hereunder or modify the obligations or liabilities of the Contractor to the City.

Section 16. WORK MAY BE SUSPENDED.

Construction work may be temporarily suspended at any time on account of the weather or for any other reason, if deemed necessary or advisable by the Project Manager of the City without additional compensation to the Contractor.

Section 17. TERMINATION WITHOUT CAUSE.

City may terminate this Contract at any time without cause by giving thirty (30) days written notice to Contractor. As soon as practicable after receipt of a written notice of termination without cause, Contractor shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, City agrees to: (i) pay Consultant a pro rata amount of the purchase price for Services rendered through the termination date based on percentage of completion of the services; and (ii) pay Contractor any reasonable and unavoidable additional costs and expenses which Contractor incurs or becomes obligated for prior to the effective termination date and/or as a result of such termination. The forgoing payment obligation is contingent upon Contractor having provided City with written documentation reasonably adequate to verify the above payments to Contractor for such termination.

Section 18. CITY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT FOR CAUSE.

If (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or (c) the contractor shall refuse or fail, after Notice of Warning from the Project

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Manager, to supply enough properly skilled workers or proper materials, or (d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) and shall fail to complete the work within said period; or (e) the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work or; (f) the Contractor shall assign this contract or any sums due hereunder or shall sublet all or any part of the work to be performed without the prior written consent of the City or; (g) the Contractor shall unnecessarily or unreasonably delay the work to be performed or; (h) the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of any provisions of this contract; then, and in any such event, the City without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor terminate the employment of the Contractor and his right to proceed, and may take possession of the work and complete the work by contract or otherwise, as the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the City for such excess. If the right to the Contractor to proceed with the work is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefore.

Section 19. RETAINAGE.

The City may retain out of the money payable to the Contractor under this contract, the sum of ten (10%) percent on the amount thereof, and may expend the same in the manner hereinafter provided for making repairs to the work as the City may deem expedient.

It is, however, agreed that the City may keep the whole or any portion of the sum retained, for settlement of all claims arising out of this contract against the City, its officials or agents, and for all expenses, losses or damages incurred by the City, by reason of said claims.

Section 20. EXTRA WORK: INCREASED COMPENSATION.

The City may at any time, by written order, and without such notice to the sureties, require the performance of such Extra Work or change in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for Extra Work, as so ordered, shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the Contract; or
2. If no such unit prices are set forth, then by a lump sum price mutually agreed upon by the City and the Contractor; or
3. If no such unit prices are set forth and if the parties cannot agree upon a unit price, then by the actual net cost to the Contractor of the materials and of the wages applicable

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(including premiums for Workers' Compensation Insurance) required for such Extra Work plus such rental for plant and equipment (other than small tools) required and approved for such work, plus fifteen (15%) as compensation for all items or profit, and costs or expenses including, but not limited to administration overhead, superintendence, insurance (other than Workers' Compensation Insurance), materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

The Contractor shall, when requested by the Project Manager to do so, furnish itemized statements of the cost of the work ordered and give the Project Manager access to the accounts, bills and vouchers relating thereto.

When extra work is ordered at any time during the progress of the work which requires, in the opinion of the Project Manager, an increase of time for the completion of the contract, a suitable extension of the time of completion shall be granted.

Section 21. MODIFICATION OF CONTRACT.

This contract is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No representation, understandings or agreements have been made or relied upon in the making of this contract other than those specifically set forth herein. This contract can only be modified by a writing signed by both parties hereto or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in or additions to this contract, so much of this contract as is not necessarily affected there by shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.

Section 22. COMPLIANCE WITH LAWS.

The Contractor shall keep himself fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulation, order, or decree, he shall forthwith report the same to the Project Manager in writing. He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City, its officials and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. The City reserves the right to terminate the Agreement upon seven (7) days written notice to the Contractor for such a material breach.

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Section 23. FINAL ESTIMATE AND PAYMENT.

After the completion of the work to be performed hereunder, the Project Manager shall, with all reasonable dispatch, make his final measurements and written estimate of all work done hereunder and the value thereof according to the terms of this agreement, and shall transmit said written estimate to the City, who shall within sixty (60) days thereafter pay to the said Contractor the money found to be due under this contract, including subsequent additions or modifications, if there be any, after deduction from said final estimate all sums, if any, due the City by the Contractor and all sums to be kept or retained by the City under the terms of the agreement for repairs or otherwise; and the Contractor shall by accepting said final estimate made as above described release the City and its employees, agents, etc. from any further claims or liabilities to him of whatever nature except for the remaining sum or sums of money withheld under the provisions of this agreement. The City may withhold from the Contractor so much of any approved payments due him as may be in the judgment of the City necessary (a) to assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work; (b) to protect the City from loss due to defective work not remedied; or (c) to protect the City from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors. The City shall have the right as Agent for the Contractor to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the accounts of the Contractor.

Section 24. WAIVERS.

Neither inspection by the City, nor any of its agents, nor any orders, measurement or certificate by the Project Manager, nor any order by the City for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, that is, in addition to all other suits, actions, or legal proceedings, the City shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this contract.

Section 25. THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to

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work in the United States. The Contractor shall hold the City of West Haven harmless for the failure of the Contractor to comply with the provisions of said Act.

Section 26. WAGE RATES.

The Contractor is required to pay its employees in accordance with the wages as published by the Department of Labor. A list of prevailing wages for New Haven County is included with Attachment A.

Section 27. PAYROLLS AND BASIC RECORDS FOR CONTRATOR.

The Contractor is responsible for the payrolls and retention of basic records as described in Attachment A.

Section 28. ORDER OF WORK.

The order or sequence of the work and the general conduct of the work shall be subject to the approval of the Project Manager.

Section 29. LINES AND GRADES.

N/A

Section 30. PERMITS.

The Contractor shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this contract.

Section 31. LIQUIDATED DAMAGES.

N/A

Section 32. PRICES.

The City agrees to pay and the Contractor agrees to accept the prices specified in the Proposal herein submitted as full compensation for the executing of the work contemplated in this Contract. The Contractor shall submit its invoices monthly to the City and the City shall within thirty (30) days thereafter pay to the Contractor such sums as are represented thereby for all materials received and accepted by the City.

The Price for the Work shall be \$_____ or (dollars)

Section 33. BONDS FOR PROTECTION OF EMPLOYEES AND MATERIALMEN.

In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work of the City of West Haven and the compensation to be paid to the Contractor exceeds \$100,000.00, or any such amount as specified in Section 49-41(a) of the Connecticut General Statutes, the General Contractor shall furnish to the City, on or

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before the award date a certified check, made payable to the City of West Haven, in the amount of 10% the contract and must be submitted at the time the contract is executed. The certified check will be released back to the Contractor once the "Work" has been approved and accepted as complete by the City or its agent (PM Resources LLC).

The Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the City. The general Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the general Contractor which encompasses labor or materials furnished by such subcontractor.

Section 34. ASSIGNMENT OF ANTI-TRUST CLAIMS.

The Contractor or subcontractor offers and agrees to assign to the City of West Haven all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U. S. C. Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the City of West Haven awards or accepts such contract, without further acknowledgment by the parties.

Section 35. CONTRACT DOCUMENTS.

The provisions contained in a document titled "Information for Bidders, Exhibit A", as well as the Contractor's Proposal, Exhibit "B" and Exhibit "C" titled Hold Harmless Agreement each comprise a portion of this contract, and are incorporated herein and made a part hereof. Contractor shall meet all requirements and descriptions in the specification sections of the Contract and all of the Contract Documents as defined herein.

Section 36. LEGAL ADDRESS OF CONTRACTOR.

Both the address given in the bid and/or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which letters and other communications to the Contractor shall be certified, mailed or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed to the above-name place, in the post office box regularly maintained by the Post Office Department, of any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Project Manager. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

Section 37. ALL LEGAL PROVISIONS INCLUDED.

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It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

Section 38. UNLAWFUL PROVISIONS DEEMED STRICKEN.

All unlawful provisions shall be deemed stricken from this contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract.

Section 39. HEADINGS.

The headings or titles to the sections hereof are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof.

Section 40. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION.

The Contractor agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this section.

The Contractor further agrees and warrants that in the performance of this contract it will comply with the following and any subsequent executive orders concerning employee discrimination and affirmative action:

1. Executive Order No. 3 of Governor Thomas J. Meskill
Promulgated June 16, 1971.
2. Executive Order No. 17 of Governor Thomas J. Meskill
Promulgated February 15, 1973.
3. Executive Order No. 16 of Governor John J. Rowland
Promulgated August 4, 1999.
4. Executive Order No. 7C of Governor M. Jodi Rell
Promulgated July 13, 2006.

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In addition, the Contractor further certifies that he is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

Section 41. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

1. The City and any selected Contractors must take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and the selected contractor must take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section when hiring any subcontractors for work under this agreement.

Section 42. GOVERNING LAW: SEVERABILITY, ASSIGNMENT

The contract between the Contractor and the City as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The Contractor consents to personal jurisdiction in Connecticut. The provisions of this contract are severable. The invalidity of any part of this contract shall not invalidate the remainder of any portion hereof. Neither the

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City nor the Contractor shall assign any aspect of the contract between the City and the Contractor except upon prior written consent of the other party.

IN WITNESS WHEREOF, the parties have hereto and to four other agreements of like tenor and date set their hands and seals the day and year first above written.

WITNESS:

Mayor of West Haven

By: _____

West Haven Corporation Council

By: _____

West Haven Finance Director

By: _____

WITNESS:

CONTRACTOR:

By: _____

(Title)

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TECHNICAL SPECIFICATIONS

Technical Specifications - General

This specification shall provide technical information and applications for the design layout, purchase, delivery, installation, commissioning and documentation of new auditorium seating. The contractor shall provide all design, materials, labor and equipment to furnish, install and make fully operational the required auditorium seating specified herein.

Codes and Standards

Work, materials, and equipment shall comply with the most restrictive of local, state, and federal authorities' codes and ordinances or these plans and specifications. As a minimum, the installation shall comply with current editions in effect 30 days prior to receipt of bids of the following codes:

- International Building Code (IBC)
- Connecticut Dept. of Environmental Management Regulations
- ADA compliant applications.

Permits and Fees

The contractor shall make the necessary arrangements for and obtain all permits required for the Work, including paying the costs and expenses thereof. The contractor shall be responsible for the payment of fees that are assessed by the city, state or federal agency having jurisdiction over the work, unless otherwise stipulated. Through the duration of the work the contractor shall arrange and coordinate all inspections.

Contractor Qualifications

Installer shall have an established working relationship with the seating manufacturer and have directly relatable experience on projects of this size. Installer shall have successfully completed

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the seating manufacturer's installation and service training programs. Upon request, Installer shall present record of completed training including course outlines.

All work shall be performed by professionals with active licenses within the area of work they are performing. Where applicable all junior professionals shall be directly supervised by a licensed professional within the area of work they are performing.

Contractor shall have an outstanding jobsite safety record and is responsible for all onsite safety requirements including but not limited to:

- Ensuring all workers are equipped with the required Personal Proactive Equipment (PPE's) including hard hats, safety glasses, and safety gloves where required.

Scope of Work

Auditorium Seating Replacement Project

The contractor shall have the sole responsibility to procure and install seating adhering to all manufacturer specifications and recommended installation standards/methods.

Part 1: General Specifications

1.01 Scope:

Procure and install approximately 672 fixed chairs (number to be verified by contractor/owner) with double-wall molded plastic seats and backs and aisle and center standards, all as specified, floor mounted, with self-lifting seat which rises automatically to a uniform 3/4 position.

1.02 ADA:

Comply with ADA (Americans with Disabilities Act) Rules and Regulations. Incorporate in the design layout, compliance with the ADA space requirements for the code required amount.

1.03 Sizes:

Varying lateral sizes of backs shall be used in accordance with approved seating plans, with standards in each row spaced laterally so that the end standards shall be in alignment from first to last row whether aisles are of constant or converging width.

1.04 Shop Drawings:

Submit a complete seating plan developed from the contract drawings, showing all chairs, sizes, and aisle widths. Assume complete responsibility for the accuracy of all chair measurements shown on the seating plan.

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1.05 Examination & Acceptance of Work in Place:

Examine work in place on which seating work is dependent. Defects which may influence satisfactory completion and performance of seating work shall be corrected in accordance with the requirements of the applicable section of work prior to commencement of seating work.

1.06 Field Measurements:

Take field measurements to verify or supplement dimensions indicated. Be responsible for accurate fit of work. Field verification of seat quantity is also required.

1.07 Materials and Workmanship:

- a. Provide new materials of types specified.
- b. Turn over all work to the owner in undamaged condition.
- c. Provide workmanship of the best quality by craftsmen skilled in their respective trades.

1.08 Quality Assurance:

To assure high and satisfactory quality, design, color and operation of products, reference has been made to brand names; however, it is not intended to limit competition and items of brands that are equal will be given full consideration.

1.09 DELIVERY: Deliver the seating at a proper time for installation that will not interfere with other trades operating in the building or as directed by owner after that date.

1.10 Irwin Style Model: 30.52.30.00 Patriot OR EQUIVALENT.

1.11 Warranty:

- A. Warrant labor and materials for specified seating free from defects for the periods specified below after final acceptance. Seating failures during warranty period shall be adjusted, repaired or replaced at no additional cost or reduction in service to Owner. Respond during normal business hours within 2-6 days of Owner's warranty service requests. Provide a manufacturer's warranty covering the material and workmanship for the specified warranty period from date of final acceptance.
- B. Warranty Periods:
 1. Structural Components: five years.

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2. Operating Mechanisms: five years.
3. Plastic, Wood and Painted Components: five years.

Repair or replace any part which becomes defective during the warranty period, except where the product has been subject to accident, alterations, abuse, misuse or neglect.

Part 2: Material Specifications

2.01 Steel:

Steel shall be the primary structural material for chair support systems, including aisle and center standards, and back component attachment. Steel structural components shall be die-formed according to modern manufacturing methods, and assembled by means of state-of-the-art MIG welding processes. All steel shall have smooth surfaces and be of sufficient gauge thickness and designed to withstand strains of normal use.

2.02 Plastic Components:

- a. Blow-molded plastic seat and back components shall be high impact-resistant, HDPE polyethylene. Structural injection molded plastic components shall be shall be engineered, high-tech, high impact-resistant, glass-filled nylon to produce high tensile strength, sturdy structural components. Plastics shall be treated with built-in ultra-violet light inhibitors to retard fading, and weather-fast pigment. Concern for the environment requires that major molded plastic parts be designed to be recyclable, and shall be clearly designated with a "RECYCLE" symbol on each piece.
- b. Plastic shall have a maximum burn rate of 1" per minute when tested in accordance with ASTM D635, or Department of Transportation Motor Vehicle Safety Standard No. 302.

2.03 Finish:

- a. Metal Parts:
All exposed metal parts shall be powder coated with a hybrid thermosetting powder coat finish. The powder coat finish shall be applied by electrostatic means to a thickness of 2 - 5 mils, and shall provide a durable coating having a 2H Pencil hardness. Prior to powder coating, metal parts shall be treated with a three-stage bonderization process for superior finish adhesion, and after coating

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shall be oven baked to cause proper flow of the epoxy powder to result in a smooth, durable finish. Manufacturer's standard color range shall be used.

b. Plastic Parts:

Color of plastic shall be selected from manufacturer's standard color range.

c. Hardware:

All assembly hardware shall be rust resistant, black plated.

Part 3: Construction

3.01 Design and Concept:

Chairs shall be provided which display a continuity of design, and all components shall complement one another in form, style and texture, thereby evincing a contemporary, timely appearance of the completed facility. Design of chairs shall combine the best of aesthetics through continuity of detail in all components, while offering rugged structural soundness and excellent comfort. Comfort shall be of prime importance in the design of chair components; and design shall be based on nationally recognized studies of human form and dimensions.

The seat and back shall be blow-molded plastic, designed and contoured to provide structural superiority, while giving total body support for maximum comfort to the seated individual. The plastic shall be smooth on the face except for decorative surface grooves to provide a continuity of visual detail between the seat and back. Support standards shall be of steel, designed for simplicity, rugged structure, and compatibility with the design of plastic components.

3.02 Molded Plastic Backs:

The back components shall be one-piece, double-wall blow-molded plastic construction, high density, high impact-resistance linear polyethylene with smooth surface. The backs shall extend to a height of 32 inches above level floor, and shall be plain and smooth on their face. Multiple sizes of back components (minimum of 5 available: 18" - 22") shall be utilized to provide varying row lengths, and shall be accomplished without the use of mold inserts which result in unsightly insert lines in the backs. The blow-molded plastic shall be designed to be a sturdy structural component and serve in concert with formed, heavy-gauge steel wings to make the back the focal point of the chair structure. Wings shall provide increased structural integrity for the back without influencing appearance, and shall be attached without fasteners exposed on the face of the back, providing a pitch of back inclined 14 degrees from vertical.

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3.03 Molded Plastic Seat:

- a. The seat components shall be one-piece, double-wall construction and formed with impact-resistant, blow-molded, high density polyethylene plastic, with a smooth surface. The tops of the seats shall be formed to provide even, comfortable support for the seated individual by properly contouring to the shape of the human form. Seat components shall be molded to avoid sharp, pressure-generating ridges by gently falling away at the front of the seat. The underside of the seat shall be recessed to provide structural support of the seat surface. Structural seat-lift arms shall transfer the occupant load to the seat hinge mechanism and the chair's support structure (standards). Seat-lift arms shall be formed from engineered injection-molded, glass-filled nylon plastic, and colored to blend aesthetically with the blow-molded plastic.
- b. Seats shall lift automatically to a uniform three-quarter fold position when unoccupied, and shall rotate on two molded, structural, glass-filled nylon hinge rods in internally molded channels with integral downstops for exceptional strength. Seat-lift shall be accomplished by compression springs and lubricated, high-tech plastic cams, providing quiet, gentle seat uplift. Seats shall be certified through routine testing during manufacturing to pass seat cycle oscillation, ASTM Designation F851-87 Test Method for Self-Rising Seat Mechanism, and 600 lb. static load to front of seat.
- c. Seat component shall be manufactured in no less than four (4) distinct sizes to provide chair widths of 19", 20", 21" and 22".

3.04 Standards:

Aisle Standards and Center Standards shall be identical, clean, open design. Support structure shall be heavy gauge, 1" x 2-1/2" rectangular tubular 14 gauge (.0747") steel columns. Formed steel attachment brackets for bolting seat and back components, and armrests, shall be securely welded to the columns at locations necessary to maintain these components in a comfort-generating relationship to each other, and placing the components at a proper height above finished floor. All weldments shall be gas shielded, arc weld.

- a. Floor mounting - support columns shall be securely welded 360 degrees around to 1/4" thick, steel floor attachment feet.

3.05 Armrests:

Armrests shall be injection mold plastic. Armrests shall have two keyhole slots in the bottom to securely lock on to steel lugs at the top of the standard. Further, one security screw shall be utilized.

3.06 Handicapped Access Aisle Standards:

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Aisle standards designated on the contract drawings shall be designed to allow an individual to transfer from a wheelchair to the theatre chair. The aisle standard support column shall be inclined toward the rear by approximately 16 degrees, and shall be equipped with an armrest capable of lifting to a position parallel with the chair back, opening sideways access to the seat. Aisle standards so equipped shall be provided with a label, displaying an easily recognizable "handicapped" symbol. Decorative requirements of aisle standards are waived for the handicapped access standards.

- 3.07** Row-lettering and chair-numbering shall be provided for identification of all chairs as shown on approved seating layout drawings. Number plates shall be 1-3/4" x 2-3/4" aluminum with a clear finish and black Bauhaus Bold numerals. Number plates shall be placed in back recess, and attached by two (2) pop rivets. Letter plates shall be 5/8" x 1-5/8" with a clear finish and black Bauhaus Bold letters placed in recess of aisle standard armrest by two (2) escutcheon pins. Attaching hardware shall have a finish compatible to plates.

Part 4: Execution

4.02 Method of Installation:

The seating plan shall be reproduced on the floor, all dimensions checked against the plan and necessary adjustments made in the layout for all discrepancies. Chairs shall be attached by means of an approved style of wedge-type zinc plated expansion anchors installed strictly according to the manufacturers' instructions. Floor mount chairs shall be attached with 1/4" expansion anchors by not less than 2-1/4" long. There shall be two (2) bolts per standard.

4.03 Cleaning:

Remove all debris caused by this work from the premises.

Provide as-built drawings, manufacturer's O&M manuals and equipment schedules at the conclusion of the project.

- If any existing hazardous materials are required to be removed to complete the project they must be identified by the contractor. Proper and safe removal of the materials will be required. The City of West Haven reserves the right to competitively bid the hazardous waste removal identified by the contractor.
- Contractor will provide a schedule to including construction milestones, task durations, and lead times for equipment. The schedule will be detailed by using number of days after contract award for each construction milestones, task durations, and lead times for equipment.

Materials Installation

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All aspects of installation of the chairs shall be in strict accordance with manufacturer's instructions. All components shall be field constructed of materials as specified.

SEATING PROJECT TIMELINE

The following is the planned project schedule:

Request for Proposal	August 17, 2016.
Pre Bid Site Visits	August 24, 2016 1:00 p.m. (Meet in front of Intermediate School))
Proposals due	August 31, 2016 11:00 a.m.
Selection	September 1, 2016.
Award Notification	September 8, 2016
On Premises Start	October 1, 2016.
Substantial Completion	October 30, 2016.

The school will be in session, therefore, all work on installing the seating must be conducted in a manner that does not interfere with the educational use of the building. This may require scheduling work during hours the school is not occupied.

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BID FORM

1. The cost for the purchase and installation of the auditorium seating per the defined scope is;

Price:

Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22567

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: West Haven

State#:

FAP#:

Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Friday, August 12, 2016

Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

2) Boilermaker	35.24	25.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
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3b) Tile Setter	34.30	24.15
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
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3e) Plasterer	33.48	29.16
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Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 29.55 18.90

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.90

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.90

4i) Group 10: Traffic Control Signalman 16.00 18.90

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 32.00 24.42

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5a) Millwrights 32.47 24.84

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 37.50 25.06+3% of gross wage

7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 49.00 29.985+a+b

-----LINE CONSTRUCTION-----

Groundman 24.99 6.25%+11.81

Linemen/Cable Splicer 45.43 6.25%+20.70

As of: Friday, August 12, 2016

Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

8) Glazier (Trade License required: FG-1,2)	35.58	20.15 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.03	23.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	32.99	23.55 + a
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Group 12: Wellpoint operator.	32.93	23.55 + a
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Group 13: Compressor battery operator.	32.35	23.55 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.21	23.55 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.02	20.15
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10b) Taping Only/Drywall Finishing	32.77	20.15
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10c) Paperhanger and Red Label	32.52	20.15
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10e) Blast and Spray	35.02	20.15
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	29.71
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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Rofer: Cole Tar Pitch	40.00	14.75 + a
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Rofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	38.50	14.75 + a
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	29.71
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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17e) 4 Axle Ready Mix	29.08	21.39 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
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(9) Theatrical Stage Journeyman	25.76	7.34
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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Friday, August 12, 2016

Project: May V. Carrigan Intermediate School Auditorium Replacement Seating

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Friday, August 12, 2016