



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2023-11 CONL

Opening Date and Time: June 15, 2023 @ 2:00 P.M.

Title: STAGE AREA HEATING SYSTEM RENOVATIONS AT THE GARDE ARTS CENTER

Special Instructions:

- 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.
- State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- This is a prevailing wage job.
- An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.:

2023-11 CONL: STAGE AREA HEATING SYSTEM RENOVATIONS AT THE GARDE ARTS CENTER

Not to be opened until: June 15, 2023 at 2:00 P.M.

Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

*Enter 13 Masonic Street through the single door to the right.

**Proposals delivered to The Garde will not be considered- you must deliver to 13 Masonic Street.

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2023-11 CONL**
Stage Area Heating System Renovations at the Garde Arts Center

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: May 16, 2023

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: E-mailed acknowledgments are requested.
E-mail: jmontague@newlondonct.org

A cover sheet is not required.



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Standard Request for Proposals (RFP) and Contract Terms and Conditions

All Requests for Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications / Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Qualifications / Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications / Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Qualifications / Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications / Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications / proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications / Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications / Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications / Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed twenty-five thousand dollars (\$25,000.00) or fifty thousand dollars (\$50,000.00) for a subcontractor.

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality.
13. ~~The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.~~
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent will verify clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London and the State of Connecticut harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Refer to item 5 under section I of RFP document for complete insurance requirements. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:
 - Bodily Injury and Property Damage** – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
 - Products or Completed Operations** - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
 - Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations** – Two million dollars (\$2,000,000.00) each occurrence
 - Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property)** – One million dollars (\$1,000,000.00) combined single limit for each accident.
 - Workers' Compensation Coverage** - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

All insurance policies shall be endorsed to the State of Connecticut, City of New London (its officers and employees as additional insured) and The Garde Arts Center, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the State of Connecticut, the City of New London, and the Garde Arts Center as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising



29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT
PROJECT SIGN**

	 <p style="font-size: 1.2em;">NAME OF THE PROJECT</p> <p style="color: red; font-weight: bold; font-size: 1.1em;">NAME OF THE SPONSOR/DEVELOPER</p> <p>Constructed in cooperation with the</p> <p style="text-align: center; font-weight: bold;">STATE OF CONNECTICUT</p> <p style="text-align: center;">NED LAMONT, GOVERNOR</p> <p style="text-align: center;">Department of Economic and Community Development</p> <p style="text-align: center;">Alexandra Daum, Commissioner</p> <p style="text-align: center;">and the</p> <p style="text-align: center;">Name of Town/City</p> <p style="text-align: center;">Name of Chief Elected Official and title</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>Name of Architect</p> <p style="text-align: center;">Contractor</p> </div> <div style="width: 45%;"> <p>Name of General</p> </div> </div>	<p style="font-size: 1.2em;">8'-0"</p> 
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4' -

SIGN PANEL: ¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

STATE SEAL & DECD LOGO: ATTACHED

STATE SEAL



DECD LOGO



COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

YOU MUST COMPLETE AND RETURN THIS FORM

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>-All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/> -Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:

YOU MUST COMPLETE AND RETURN THIS FORM

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

YOU MUST COMPLETE AND RETURN THIS FORM

PART V - Bidder Hiring and Recruitment Practices

2023-11 CONI - Stage Area Health Care (Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input type="checkbox"/>	<input type="checkbox"/>			Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input type="checkbox"/>			Ability to Speak or Write English	
Schools and Colleges	<input type="checkbox"/>	<input type="checkbox"/>			Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input type="checkbox"/>			High School Diploma	
Walk Ins	<input type="checkbox"/>	<input type="checkbox"/>			College Degree	
Present Employees	<input type="checkbox"/>	<input type="checkbox"/>			Union Membership	
Labor Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input type="checkbox"/>			Height or Weight	
Others (please identify)	<input type="checkbox"/>	<input type="checkbox"/>			Car Ownership	
	<input type="checkbox"/>	<input type="checkbox"/>			Arrest Record	
	<input type="checkbox"/>	<input type="checkbox"/>			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

YOU MUST COMPLETE AND RETURN THIS FORM

NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I, _____, acting in my official capacity as _____,
Authorized Representative Title
for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be \$_____, which includes all work, regardless of whether such project
contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

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

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

2023-11 CONL: Stage Area Heating GAC

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.												PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS												Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109																							
CONTRACTOR NAME AND ADDRESS:												SUBCONTRACTOR NAME & ADDRESS						WORKER'S COMPENSATION INSURANCE CARRIER POLICY # EFFECTIVE DATE: EXPIRATION DATE:																													
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																																											
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION		DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY																										
						S	M	T	W	TH	F	S				FICA	FEDERAL	STATE	LIST OTHER																												
				Trade License Type & Number - OSHA 10 Certification Number										Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH																																
HOURS WORKED EACH DAY																																															
												\$ Base Rate	1. \$ 2. \$ 3. \$																																		
											\$ Cash Fringe	4. \$ 5. \$ 6. \$																																			
											\$ Base Rate	1. \$ 2. \$ 3. \$																																			
											\$ Cash Fringe	4. \$ 5. \$ 6. \$																																			
											\$ Base Rate	1. \$ 2. \$ 3. \$																																			
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											\$ Base Rate	1. \$ 2. \$ 3. \$																																			
											\$ Cash Fringe	4. \$ 5. \$ 6. \$																																			
12/9/2013												*IF REQUIRED												*SEE REVERSE SIDE												PAGE NUMBER ____OF											
WWS-CP1																																															

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 4) Disability_____
- 2) Pension or retirement _____
- 5) Vacation, holiday_____
- 3) Life Insurance _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as
Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.
2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Week-Ending Date:

Contractor or Subcontractor Business Name:

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S	FICA				FEDERAL	STATE	LIST OTHER			
			Trade License Type & Number - OSHA								TOTAL FRINGE BENEFIT PLAN									
			10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	CASH								
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							
												\$ Base Rate	1. \$ 2. \$ 3. \$							
												\$ Cash Fringe	4. \$ 5. \$ 6. \$							

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109								
WEEKLY PAYROLL										CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472					SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09								
PAYROLL NUMBER 1		Week-Ending Date 9/26/09		PROJECT NAME & ADDRESS DOT 105-296, Route 82							Total ST Hours		BASE HOURLY RATE		TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY			
PERSON/WORKER, ADDRESS and SECTION		APPR RATE %		MALE/FEMALE AND RACE*		WORK CLASSIFICATION		DAY AND DATE							Total ST Hours		TOTAL FRINGE BENEFIT PLAN CASH		GROSS PAY FOR ALL WORK PERFORMED THIS WEEK		TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB		CHECK # AND NET PAY	
								S	M	T	W	TH	F	S	Total O/T Hours													
						Trade License Type & Number - OSHA 10 Certification Number		20	21	22	23	24	25	26	Total O/T Hours													
						HOURS WORKED EACH DAY									Total O/T Hours													
Robert Craft 81 Maple Street Willimantic, CT 06226				M/C		Electrical Lineman E-1 1234567 Owner OSHA 123456			8	8	8	8	8		40	S-TIME \$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80					P-xxxx	\$1,582.80	#123 \$ xxx.xx			
Ronald Jones 212 Elm Street Norwich, CT 06360		65%		M/B		Electrical Apprentice OSHA 234567			8	8	8	8	8		40	S-TIME \$ 19.99 Base Rate	1. \$ 2. \$ 3. \$	\$1,464.80		xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx			
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B				M/H		Project Manager				8					8	S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$	\$1,500.00		xx.xx	xx.xx	xx.xx	M-xx.x	xxx.xx	#125 xxx.xx			
															S-TIME \$ Base Rate	1. \$ 2. \$ 3. \$												
															O-TIME \$ Cash Fringe	4. \$ 5. \$ 6. \$												

7/13/2009
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
 2) Pension or retirement _____ 5) Vacation, holiday _____
 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

THIS IS A PUBLIC DOCUMENT
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. 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.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

**Minimum Rates and Classifications
for Building Construction**

ID#: 23-47149

**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: 2023-11 CONL

Project Town: New London

State#:

FAP#:

Project: Stage Area Heating System Renovations at the Garde Arts Center

CLASSIFICATION	Hourly Rate	Benefits
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	44.57	31.79
2) Boilermaker	45.21	29.05
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	39.4	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59

As of: May 11, 2023

4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
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.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59
4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
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	36.07	26.15

As of: May 11, 2023

5a) Millwrights	37.02	27.66
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)	40.6	32.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	61.42	37.335+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
 As of: May 11, 2023		

Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; 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 Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, 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 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
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); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	44.14	27.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 41.69 27.80 + a

2023-11 CONL: Stage Area Heating GAC

Group 12: Wellpoint Operator. 41.61 27.80 + a

Group 13: Compressor Battery Operator. 40.92 27.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain). 39.54 27.80 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 39.06 27.80 + a

Group 16: Maintenance Engineer. 38.28 27.80 + a

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator. 43.46 27.80 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman. 40.54 27.80 + a

10a) Brush and Roller 37.22 23.40

10b) Taping Only/Drywall Finishing 37.97 23.40

10c) Paperhanger and Red Label 37.72 23.40

10e) Blast and Spray 40.22 23.40

11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) 47.03 34.05

As of: May 11, 2023

12) Well Digger, Pile Testing Machine

2023-11 CONL: Stage Area Heating GAC 37.26 24.05 + a

13) Roofer (composition)

40.7 23.50

14) Roofer (slate & tile)

41.2 23.50

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork:
SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)

40.89 41.72

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)

47.03 34.05

-----TRUCK DRIVERS-----

17a) 2 Axle, Helpers

32.16 30.51 + a

17b) 3 Axle, 2 Axle Ready Mix

32.27 30.51 + a

17c) 3 Axle Ready Mix

32.33 30.51 + a

17d) 4 Axle

32.39 30.51 + a

17e) 4 Axle Ready Mix

32.44 30.51 + a

17f) Heavy Duty Trailer (40 Tons and Over)

34.66 30.51 + a

17g) Specialized Earth Moving Equipment (Other Than Conventional Type
on-the-Road Trucks and Semi-Trailers, Including Euclids)

32.44 30.51 + a

17h) Heavy Duty Trailer up to 40 tons

33.39 30.51 + a

As of: May 11, 2023

17i) Snorkle Truck	32.54	30.51 + a
2023-11 CONL: Stage Area Heating GAC		
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

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

- 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 journeyperson 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.

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. 2023-11 CONL: Stage Area Heating GAC

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: May 11, 2023

As of: May 11, 2023

***Garde Arts Center Request for Proposal RFP 2023-11 CONL
Stage Area Heating System Renovations***

NOTICE TO BIDDERS

The City of New London (City) on behalf of the Garde Arts Center Inc, (GAC) a non-profit regional performing arts, cinema and education center, and owner of the historic 1400-seat Garde Theater, is accepting sealed Proposals from qualified firms that can provide Mechanical and Electrical Turn-Key Contracting Services for the Garde Arts Center Stage Area Heating System Renovations as detailed within van Zelm Engineers' Drawings and Specifications. Bids will be received by the City's Department of Finance - Purchasing located at 13 Masonic Street, New London, CT 06320, until 2:00 P.M. on June 15, 2023. Bidders MUST submit a signed original document and one USB copy of all submittals. Proposals shall be delivered in person, by courier service or US Mail. Faxed or emailed Proposals will not be considered. Inquiries regarding interpretation of this request and other questions shall be addressed to Joshua Montague – Accounting/Purchasing Agent via email jmontague@newlondonct.org.

Calendar of Events

Issuance Date	05/16/2023	
Mandatory Informational Meeting	05/31/2023	10:00 a.m. @ Garde Arts Center
Inquiries Deadline	06/07/2023	2:00 p.m.
City's Response to Inquiries	06/08/2023	
Proposal Due Date	06/15/2023	2:00 p.m. <u>*DELIVER TO 13 MASONIC STREET*</u>
Bids Review & Evaluation	06/19/2023	
Submitted for City Approval	06/19/2023	
Anticipated Award	07/01/2023	
Services Initiated	07/01/2023	

The complete proposal document can be found on:

The City's website: <http://newlondonct.org/content/7429/7431/7445/8764.aspx>

State of CT website: <https://portal.ct.gov/DAS/CTSource/ctsource>

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Attachments

- A.** Project Drawings
- B.** Documents to be submitted
- C.** Sample contract
- D.** Copy of bid advertisement

I. INTRODUCTION and OVERVIEW

The City of New London (City) on behalf of the Garde Arts Center (GAC) seeks Proposals from firms that can provide Mechanical and Electrical Construction Services for the Garde Arts Center Stage Area Heating System Renovations, as detailed within the Design Documents and applicable codes and standards.

II. LOCATION OF CONSTRUCTION SERVICES AND PROJECT CONTACTS

Project Location **(DO NOT EMAIL QUESTIONS REGARDING THIS RFP):**

Garde Arts Center

325 State Street

New London, CT 06320

Garde Arts Center Executive Director: Steve Sigel, sigel@gardearts.org

Construction Administrator **(DO NOT EMAIL QUESTIONS REGARDING THIS RFP):**

van Zelm Engineers

Bob Marra, rmarra@vanzelm.com

Bill Donald, wdonald@vanzelm.com

III. TERM OF CONTRACT

The Garde Arts Center / Garde Cinema will remain occupied with prescheduled events during construction that will require construction activities be coordinated to avoid disruption of activities and negative impact with environmental conditioning of the site.

The selected Bidder within 10-days after award shall initialize the project and begin the submittal process phase. It would be anticipated the project construction duration shall begin on 07/01/2023, and be completed by 08/21/2023.

IV. GENERAL TERMS AND CONDITIONS

A. General

1. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services, materials and equipment as required by the solicitation. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the City or the compensation to the Bidder.
2. The terms and conditions of the RFP, and the resulting award, contract(s), or activities based upon this RFP shall be construed in accordance with the laws of the State of Connecticut and City of New London. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City.
3. Bidders are required to state exactly what they intend to furnish to the City via this solicitation and must indicate any variances to the terms, conditions, and specifications of this Bid; no matter how slight. If variations are not stated in the Bidder's Proposal, it shall be construed that the Bidder's Proposal fully complies with all conditions identified in this bid.

B. Clarification and Modifications

1. Where there appears to be variances or conflicts between the General Terms and Conditions and the Statement of Services outlined in this Bid solicitation, the Statement of Services shall prevail.
2. The apparent silence or omissions within this Bid solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality is to be used.
3. If any Bidder contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written request for clarification. ALL QUESTIONS MUST BE DIRECTED to the City's Finance Accounting/Purchasing Agent by the date designated in the Calendar of Events by email to jmontague@newlondon.org. Inquiries shall be submitted no later than 4:00 p.m. on Month Day, 2023.
4. The Purchasing Agent for the City will work with GAC to respond to all inquiries and will render an official interpretation of the question in writing. The City shall not be responsible for verbal interpretations offered by employees of the City. No questions may be asked of anyone other than point of contact listed in item 3 above. A list of all inquiries and responses will be posted via addendum.
5. The City shall issue a written addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of the addenda will be posted online at the City's website: <http://newlondonct.org/content/7429/7431/7445/8764.aspx>. The Bidder shall certify its acknowledgment of the addendum by signing the addendum and returning it with their Proposal. In the event of a conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

1. If the Bidder is awarded a contract under this Bid solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of the solicitation review and for the period of 90 days from bid opening.

Any materials prices offered must be F.O.B. destination, freight prepaid. Prices quoted will be considered to include all charges for transportation, pallets, containers, etc., necessary to complete delivery on an F.O.B. destination basis.
2. Bidders will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as GAC is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.
3. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a Bid Proposal for the same items, or with the City. The Bidder also certifies their Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

D. Bid Preparation and Submission

1. This document is an RFP. It differs from a Request for Bid in that GAC is seeking a turn-key construction offering as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability may be overriding factors, and price may not be determinative in the issuance of a contract or award. The Proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.
2. The Proposal must be typed or legibly printed in ink in a format generally developed to coincide with the information in the Proposal Content Section of this RFP.
3. Bid Proposals must contain the signature of an authorized agent of the Bidder. If the Bidder's authorized agent fails to sign the Proposal, it shall be considered a non-responsive offer and shall not be considered.
4. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Bidder's capabilities to provide the required services.
5. Any alternates or unit prices shall be provided by the Bidder on their Proposal on the Bid Form. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
6. The Bidder must include all information and supplemental documentation required in conjunction with this Proposal. If the Bidder fails to supply any required information or documents, its Proposal may be considered non-responsive and may not be considered.
7. The accuracy of the Bid Proposal is the sole responsibility of the Bidder. Bidder will not be allowed to make changes to their Proposal after the date and time of the Bid opening due to error by the Bidder.
8. Information packages should not contain promotional or display materials. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the Request for Proposal must be answered clearly and concisely.
9. This solicitation does not commit the State of Connecticut, City of New London, or GAC to pay any cost incurred by the Bidder or any other party in preparation and/or submission of Proposals or in making necessary studies or designs for the preparation thereof, nor is the City obligated to procure or contract for such services.
10. The City reserves the right to waive any and all formalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any Bidder.
11. To facilitate the evaluation of Bidder's Proposal, Bidder is to number all pages of its Proposal and provide the information requested within the Proposal Content Section (VII) of this RFP.

E. Conflicts of Interest

1. It shall be understood and agreed that Bid Proposals submitted are offered independently of any other Proposals.
2. In the event that an independent contractor or firm in conjunction with the City developed this RFP, neither this contractor, nor its principals or subsidiaries, shall be allowed to submit a Proposal for this solicitation.
3. It is prohibited to offer, promise or give anything of value or benefit to a person serving in a public capacity including a City employee with intent to influence that employee's acts,

opinions, judgment or exercise indiscretion with respect to the employee's duties.

F. Modifications or Withdrawals of Bid Proposal

1. Bids may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Bid opening. Each modification submitted to the City's Purchasing Office must have the Bidder's name and return address and the applicable Proposal number and title of the bid clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City's Purchasing Agent will be considered the valid modification. All requests for bid modifications must be signed by a duly authorized agent of the submitting company.
2. Bids may be withdrawn prior to the time and date set for the Bid openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting company.
3. A Bidder may NOT withdraw a Bid for ninety (90) days after the scheduled time set for the opening thereof, or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) calendar days.

G. Evaluation of Bid Proposal

1. The City reserves the right to reject any and/or all bid Proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the best interests of the City.
2. The City reserves the right to reject Proposals or parts thereof for the following reasons:
 - a. The Bidder misstates or conceals any material fact in their Proposal.
 - b. The Bidder's Proposal does not strictly conform to the law or requirements of the RFP.
 - c. The Bid Proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the Bid Proposal in conjunction with the General Terms and Condition or the Statement of Services.
 - d. The Bid has not been properly executed by signature of an authorized representative of the Bidder.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City.
4. A Proposal may not be accepted from, nor any contract awarded to, any person or firm, which has failed to perform faithfully any previous contract with the City, State, or Federal governmental agency for a minimum period of one (1) year after the previous contract was terminated for cause.
5. A Proposal may be rejected if the Bidder is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the Proposal a written explanation of why it cannot make such certification.
6. A Proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the City on the date and time that the bid opens.
7. The award will be made to the Bidder that best meets the needs of the City based upon City's evaluation, not necessarily the lowest cost proposal.
8. The City reserves the right to:
 - a. Reject any and all Bid Proposals submitted by prospective Bidders.

- b. Re-advertise this solicitation.
- c. Postpone or cancel the Bid process for this solicitation.
- d. Determine the criteria and process whereby Proposals are evaluated and awarded.

H. Selection Process

1. The following criteria may be used to assist in selecting the successful contractor:
 - a. **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.
 - b. **Evaluation Process:** GAC will rely on its staff to formally evaluate each complete Proposal. The evaluation process will objectively review the Proposal on its merit and responsiveness. The assessment team will evaluate factors that may include: professional qualifications; specialized experience and technical competence; the ability to adequately provide required staff and services; references from previous or current clients of comparable size to similar projects; the ability to meet or exceed the specifications and standards of the RFP; and pricing.
2. GAC reserves the right to select the successful contractor based upon the original response along with whatever other evaluation methodology the City chooses to pursue, in accordance with the City policy.
3. Preliminary evaluations will be performed by the City's Purchasing Agent and GAC to determine if all the mandatory requirements have been met. Failure to meet the mandatory requirements may result in the Proposal being rejected.
4. Written and, or a scheduled interview may be required to clarify Proposals, if deemed in the best interest of GAC. GAC will make every attempt to work with the selected Bidders to schedule a date and time for each presentation agreeable to the Bidder(s). Failure to accept the City's invitation for a presentation may be grounds to reject the Bidder's Proposal.

I. Award of Contract

1. Upon approval by GAC, GAC may award a contract and/or a Purchase Order(s) to the successful Bidder. The General Terms and Conditions, the Statement of Services, the Bidder's Proposal, written letters, addenda, and the Purchase Order are collectively an integral part of the contract between the GAC and the successful Bidder.
2. GAC shall select the Bidder which, in its opinion, has made the best Proposal (not necessarily the lowest cost provider), and shall award the contract or Purchase Order to that Bidder.
3. It is the intent of the City and GAC to engage a single provider.
4. It is the intention of the City and GAC to determine contract award(s) no later than July 1, 2023.
5. **Insurance Requirements:** Successful Bidder shall submit to the City certificates of insurance, prior to beginning work under this Proposal and no later than ten (10) days after award. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Connecticut, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days prior written notice to the City of New London. All policies shall list the State of Connecticut, the City of New London, and the GAC as additional insured as well as a subrogation of waiver.

Successful Bidder must provide evidence of insurance coverage for general liability and product liability. These coverages shall be written with a limit not less than \$1 million for any one claim, with an aggregate not less than \$2 million for all claims in a policy period.

The successful Bidder must guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities and other services for other clients.

Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
General Liability:	
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Additional Requirements	ISO form CG 00 01 or equivalent Aggregate limit to apply per project Coverage must be on Occurrence form. "Claims Made" is not acceptable.
Additional Insured Entities:	NTHP and related entities and their respective officers, directors and employees must be named as Additional Insured
Additional Insured Endorsement Form Required:	CG 20 10 Additional Insured-Owners, Lessees or Contractors (Premises/Operations) AND CG 20 37 Additional Insured-Owners, Lessees or Contractors (Products / Completed Operations) No other forms are acceptable. Both endorsements are required.
Coverage may not exclude or limit coverage for:	Explosion, Collapse and Underground Hazards
Auto Liability:	ISO form CA 00 01 or equivalent
Combined Single Limit	\$1,000,000 - Includes Owned, Non-Owned & Hired Autos
Workers Compensation:	Statutory Benefits for All Employees
Employers Liability Limits	
Each Accident	\$500,000
By Disease - Policy Limit	\$500,000
By Disease - Each Employee	\$500,000 Waiver of Subrogation endorsement in favor of NTHP and related entities and their respective officers, directors and employees.
Umbrella:	Coverage to be as broad as primary including Additional Insured's as required hereunder
Each Occurrence and in the Aggregate	\$1,000,000

ADDITIONAL REQUIREMENTS

- a) All policies shall list the State of Connecticut, the City of New London, and the GAC as additional insured as well as a subrogation of waiver.

- b) All policies must be written with insurers maintaining an A.M. Best Rating of A-IX or better and admitted to do business in the State where the contract is to be performed.
 - c) Each policy must be endorsed to require at least 30 day's notice of cancellation (10 days for non-payment of premium) to additional insureds.
 - d) General Liability coverage for Premises & Operations and Products & Completed Operations is to be maintained for 3 years after the initial work is completed and NTHP and related entities and their respective officers, directors and employees must be named as Additional Insured using BOTH forms CG 20 10 and CG 20 37 during that entire period of time.
 - e) These requirements apply to all work done at any time in connection with or related to this project including any warranty, rework or additional work performed following the completion of this contract.
 - f) All subcontractors will be required to comply with the above requirements as well. However, limits required may be lower at the discretion of the General Contractor.
 - g) Limits required may be purchased in any combination of primary and excess to achieve the required total limits.
 - h) DOCUMENTATION TO BE SUBMITTED PRIOR TO THE START OF THE WORK AND AT EACH INSURANCE RENEWAL OR REPLACEMENT UNTIL INSURANCE IS NO LONGER REQUIRED
 - i. Certificates of Insurance evidencing requirements above
6. Indemnification: The successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from the negligent or willful unauthorized disclosure of any confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The successful Bidder shall, upon written demand by the City, assume and defend, at the successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information. Any negligent or willful unauthorized disclosure of confidential information on the part of the successful Bidder, its subcontractors, agents, or employees under or in connection with this contract shall constitute a breach of the terms of this contract. The City may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and successful Bidder shall hold harmless and indemnify the City for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information. The successful Bidder shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the successful Bidder or any of its agents, employees, or representatives. The indemnity applies to either active and passive acts or other conduct.
7. Award Requirements
- a. Successful Bidders shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Davis Bacon Act, Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the City.
 - b. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.
 - c. All employees of the Bidder shall be considered to be, at all times, employees of the Bidder under its sole direction and not an employee or agent of the City or GAC. The Successful Bidder shall supply competent and physically capable employees in a number

that is consistent with the bid requirements. Where required, employees shall be licensed and accredited. The City or GAC may require the Successful Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on GAC property is not in the best interest of GAC. In accordance with the City's or GAC's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Successful Bidder shall be permitted to use these substances when performing work on GAC property. The Successful Bidder shall certify that all employees employed in support of this contract who have direct contact with GAC, which is defined to mean being in the presence of employees during regular operating hours or during site-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude. The Bidder will be responsible for the cost of all the equipment, accessories, labor, materials and / or services necessary to perform the mechanical and electrical service as detailed in the Statement of Services and design documents.

- d. Award of this contract will be based on an aggregate (lump sum) basis. The method of award will be determined after bid Proposals have been received and opened by the City and shall be primarily determined on the basis of the selection criteria detailed earlier.
- e. The names of all subcontractors known, or contemplated, shall be listed. GAC must approve all subcontracts.

8. Payment

- a. To be eligible for payment, all labor, equipment and materials covered under the Successful Bidders' invoice must be completed and accepted by the GAC. The GAC agrees to make payments under this contract within forty-five (45) days after receipt of CA approved schedule of values invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.

Any amounts due the City under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the City or GAC and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

- b. Successful Bidder shall submit to the GAC all CA approved invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed GAC purchase order awarding this contract or any subsequent change orders issued by the City Purchasing Department or GAC. All shipping costs are the Bidder's responsibility. Successful Bidders invoices shall provide at a minimum:

Executed and approved monthly Schedule-of-Values Requisition.

Description of the work completed for the period.

Balance to be invoiced.

This RFP number and / or the City or GAC Work Order number.

- c. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of Proposals. All other payment terms shall be net forty-five (45) calendar days or greater.

J. Termination or Cancellation

1. In order to protect the vested interests of the City, and to ensure the efficient utilization of dollars, successful Bidders shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Statement of Services. With respect to these obligations, the City will report any non-compliance issues to the successful Bidder for corrective action. Continued non-compliance by the successful Bidder shall be the City's justification for placing the Bidder's contract on probation status or termination.
2. In the event that the successful Bidder defaults on its contract or the contract is terminated for cause due to performance, the City reserves the right to re-procure the materials or services from the next lowest Bidder or from other sources during the remaining term of the terminated/defaulted contract.
3. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement is subject to arbitration.
4. With the mutual agreement of both the Bidder and the City, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
5. Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.
6. In the event the filing of a Petition in Bankruptcy by or against the successful Bidder, the City shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
7. If funds anticipated for these services do not become available for any reason, the City and GAC shall have the right to terminate the contract without penalty by giving not less than 10 days written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. Bribery, Corruption and Gifts

It can be construed as a felony to offer, promise, or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. City of New London written guidelines and regulations available governs the solicitation and acceptance of gifts by public officials and must be adhered to.

M. Disclosure of Information Content

Applicable laws within the State of Connecticut shall require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The City and GAC will treat all information submitted by a Bidder as public information. Bidders are encouraged to familiarize themselves with such laws before submitting a Bid. If the Bidder considers requested information to be confidential, then the Bidder has the option to withhold requested information and note “confidential” on the applicable form as the reason. The Bidder acknowledges, however, that withholding requested information may impact the evaluation and selection processes.

N. Disposition of Information Packages

All Bids become the property of the City and shall not be returned to the Bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties subject to any exceptions provided in applicable laws.

O. Audit or Examination of Contract

Bidder agrees that any authorized auditor, the Office of Auditor of State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Bidder relating to the orders, invoices, or payment of this contract.

P. Copyrights

By submitting a Bid, the Bidder agrees that the City may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

Q. Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the City or GAC based on any misunderstanding concerning the information provided herein or concerning the City’s failure to provide the Bidder with pertinent information as intended by this request for bid.

V. STATEMENT OF SERVICES

The City of New London (City) on behalf of GAC is accepting sealed Proposals from qualified firms that can provide Mechanical and Electrical Turn-Key Contracting Services for the GAC Stage Area Heating System Renovations as detailed within van Zelm Engineers most current Drawings and Specifications issued for construction. The mechanical and electrical renovations shall include both demolition, and new construction services as detailed within design documents, to include major tasks as follows:

- Demolition of ground and first floor steam and condensate piping, cast iron radiators, gas-fired cabinet unit heater, removal of existing ductless split for relocation, and patching of wall openings. Demolition shall include mechanical, electrical, and general construction tasks.
- Installation of new steam supply/condensate and hot water piping to existing steam radiation, new hot water unit heaters, cabinet unit heater and finned tube radiation.
- Relocate existing ductless split system with new refrigerant piping, electrical, and testing/start-up.

- Provide and install new steam-to-hot water shell & tube heat exchanger (HX-1), and hot water pumps (P-1 & P-2), inclusive of mechanical and electrical services.
- Provide and install new duplex boiler feed pumps/receiver, inclusive of mechanical and electrical services.
- Provide testing, adjusting, and balancing of hydronic system and components.
- Provide and install new electronic DDC control system compatible, and an extension of the existing system.
- Thoroughly train GAC personnel on the implementation, new systems, and DDC controls provided under this project.
- Provide Commissioning Authority assistance with commissioning testing and verification tasks.

WORKING CONDITIONS AND COORDINATION

The Garde Arts Center / Garde Cinema will remain occupied with prescheduled events during construction that will require construction activities be coordinated to avoid disruption of activities and negative impact with environmental conditioning of the site.

STANDARDS AND CODES

Contractor shall be able to demonstrate successful experience with the scope of services for this project, shall be fully licensed, and utilized licensed trade workers to execute required project tasks. It is the contractor's responsibility whether specifically mentioned or not, to adhere to all applicable building codes and expected standards for quality of materials and workmanship.

SITE INSPECTIONS

Before submitting a proposal, the contractor shall make a careful examination of the premises and shall determine in advance the methods of performing the work, existing equipment and/or apparatus, the means to be provided for getting the equipment into place and shall make him/herself thoroughly familiar with and assess all conditions of each site.

CLEANING UP

The vendor shall at all times keep the building and premises neat and orderly insofar as storage of materials and removal of dirt and debris caused by his/her work.

EXECUTION

All labor shall be qualified for this type of work, and it shall be under the direct supervision of a competent supervisor. All work shall be planned and carried out so as not to interfere with the operation of the Arts Center and Cinema.

NON-CONFORMANCE TO CONTRACT CONDITIONS

Any and all items or services may be tested and/or inspected for compliance with specifications. Items or services which are not in compliance with specifications will be rejected and returned at vendor's expense.

ACCEPTANCE

After completion of all installation and tests, and, prior to final payment, the vendor shall be prepared to demonstrate to the Construction Administrator (CA) for the project systems operation, all project open punch list are completed, Operations and Maintenance (O&M)/warranty documentation has been provided to the satisfaction of CA and the Owner.

VI. PROPOSAL CONTENT

Proposals submitted for evaluation shall include the following elements in the order identified. Proposals shall be limited to 25 single sided pages or less, not including dividing or cover pages, supporting literature, or sample documents requested.

A. Letter of Transmittal

1. Acknowledge the understanding and acceptance of the conditions established heretofore within this RFP.
2. Identify the principal point of contact for your firm, including mailing address, telephone number, fax number, and e-mail address to whom further correspondence regarding this RFP and your submission should be addressed.

B. Organization Overview and Background

1. Provide a brief company background, including date of incorporation and any names under which the company has been registered.
2. Identify the office(s) from which staff will be utilized in the execution of the work. Identify the number of staff available in each office and provide a summary of the principal disciplines practiced by each.

C. Representative Experience

1. The vendor shall appoint a member of his/her company, plus one authorized alternate, to represent the company in dealings with the City and Garde Arts Center/Garde Cinema. Both representatives shall be full-time employees of the vendor. The representatives shall be familiar with all aspects of the project. Only these individuals will represent the vendor regarding services for this proposed contract unless specifically authorized in writing by the City or Construction Administrator. List name, educational background, years in water treatment industry and years with the vendor for each appointed representative.

D. References

1. Vendor shall submit a list of five (5) present customers handled by the representatives listed above. The City, Construction Administrator, and any of the Garde Project Committee members reserves the right to contact or visit customers so listed. Be sure to include the customer's name, address, contact name and contact phone number.

E. Service Level and Response Time

1. Both of the vendor's representatives must live within a 50-mile radius from the City of New London. A representative shall visit the project site a minimum of once every thirty (30) days. The representatives must be available for calls on specific problems should they occur. The representatives shall be available to CA on a twenty-four (24) hour basis and, under emergency circumstances, should be able and willing to visit within four (4) hours after being notified. Please indicate compliance with this requirement.

F. Quality

1. An organizations' commitment to quality is an indication of their ability to satisfy customer needs. A vendor's dedication to quality means fewer problems and less risk for the City and GAC. Please provide a summary of your company's Quality Improvement Process. Include an outline of the quality education which your firm's employees receive and how many have received it. Supporting literature or pamphlets may be included if placed at the back of your proposal.

G. Program Administration

1. Organization is the key to a well-run construction project, we require that the vendor provide an Administration Notebook, preferably online. At the very least, this notebook must contain an outline of the project schedule, all control test procedures, labor log sheets, product bulletins, material safety data sheets, and ongoing workers and site safety program.

H. Subcontractors

1. All subcontractors intended to be used and the specific services they will provide along with their license numbers must be listed in your proposal and approved by the City in advance.

I. Training

1. Please provide a summary of the training your firm will provide to GAC staff, along with any suggested or proposed reoccurring maintenance services that shall be performed on mechanical and electrical systems. . This training should include how to perform tests and monitor program results, how to work safely with installed systems, and general training regarding heating and cooling systems. Samples of training materials may be included with your proposal.

J. Health and Safety

1. Your firm must provide Material Safety Data Sheets (MSDS) to ensure a safe work environment for the City and Garde Arts Center/Garde Cinema personnel and to comply with all laws concerning the handling of hazardous materials.

K. Shop Drawings

1. Where the local conditions necessitate an arrangement of materials or equipment different from the existing, the vendor shall submit for review shop drawings showing the proposed arrangement. Submittal of above information shall be made in one complete submittal, with all information on all equipment supplied at the time proposal is submitted.

VII. FORM OF PROPOSAL - Signature Sheet

Complete the information on this page and return with the requested Proposal Content from Section VII:

- | | |
|---|---------------------------------|
| A. Letter of Transmittal | H. Subcontractors |
| B. Organization Overview and Background | I. Training |
| C. Representative Experience | J. Health and Safety |
| D. References | K. Shop Drawings |
| E. Service Level and Response Time | L. Pricing (submit on bid form) |
| F. Quality | M. Document checklist/documents |
| G. Program Administration | |

By signing and submitting this proposal, Bidder understands and agrees to the scope of work being presented, unless exceptions are noted on a separate page, signed and dated by the Bidder.

Authorized Representative Signature _____

Representative Name (print) _____

Company Name _____

Street Address _____

City / State/ Zip _____

Title _____ **Date** _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

ALSO SUBJECT TO THE TERMS AND CONDITIONS. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT, THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL PRODUCTS AND SERVICES AS DEFINED IN THE SCOPE OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL, THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE CITY. FURTHERMORE, THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.

VIII. BID FORM

(To be submitted in duplicate)

BIDDER:

Name

Address

To: **Joshua Montague, Accounting/Purchasing Agent**
City of New London
13 Masonic Street
New London, CT 06320

Project: **GARDE THEATER STAGE HEATING RENOVATIONS**
325 STATE STREET
NEW LONDON, CT 06320

We hereby submit our bid on the above referenced project. We are enclosing our bid surety in the amount of 10% of our base bid which will be returned to us after the award is made. Following award, we will be able to provide the required 100% Performance Bond and 100% Labor and Materials Bond from the following insurance company: _____.

We will provide the requested Certificate of Insurance from the following insurance Company: _____.

We have read the General Information and Conditions to bidders and are submitting our bid in full compliance with all your General Terms and Conditions except as noted below under exceptions.

The undersigned acknowledges:

- Bid prices will remain effective for 90 days from bid opening date.
- Any materials prices offered must be F.O.B. destination, freight prepaid.
- Payment terms net 45 days.

We propose to provide all materials, labor and all else whatsoever necessary to properly complete the specified roof replacement to the satisfaction of the Architect and Owner for the project, for the costs detailed below:

Base Bid:

Garde Theater Stage Heating Renovations for a Total Cost of:

\$ _____ Dollars (\$ _____ .00).
written figure

We will commence work on the project _____

calendar days after receipt of "Notice to Proceed" or signing of Contract (whichever is earlier). We will be able to substantially complete the project within _____ calendar days thereafter (see SIB-1, 1.1.B) but no later than _____, 2023.

Unit Prices:

Any materials prices offered must be F.O.B. destination, freight prepaid.

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment and related furnishings is as follows:

1. TBD If needed \$ _____/sf

Exceptions: _____

If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agreed upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number _____, Dated: _____	Number _____, Dated: _____
Number _____, Dated: _____	Number _____, Dated: _____

Exceptions: _____

ATTACHMENTS – Utilize document checklist provided.**NON-COLLUSIVE BID STATEMENT**

The undersigned bidder certifies that his bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid shall not be disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

Date: _____

Signature: _____

Printed Name and Title
 of Agent submitting bid: _____

Name of Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

GARDE ARTS CENTER

GARDE BUILDING STAGE AREA HEATING

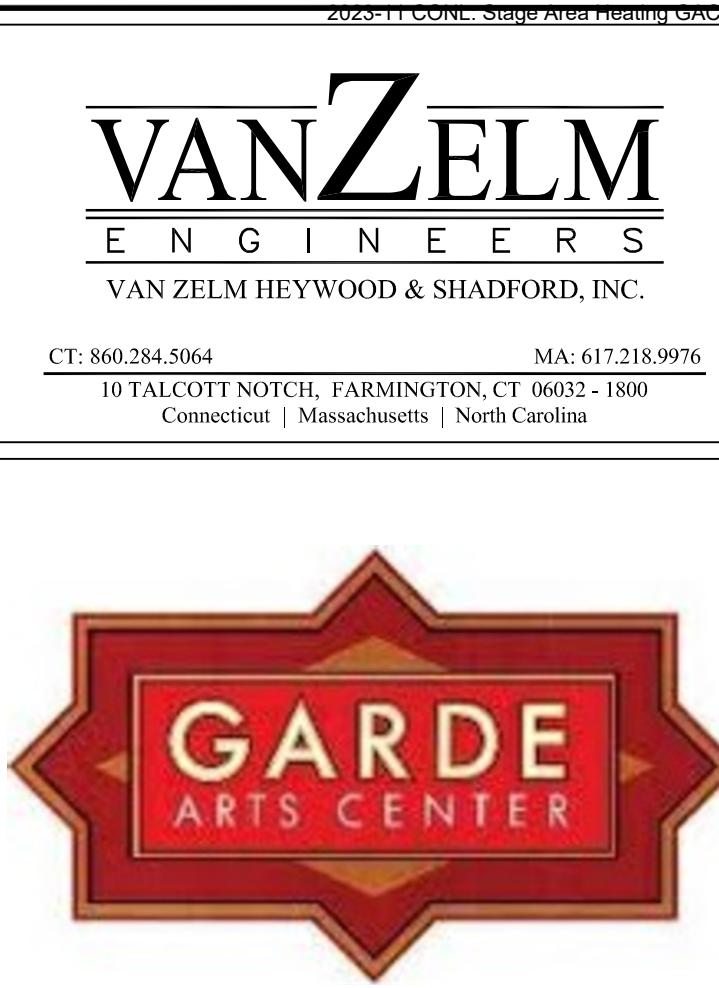
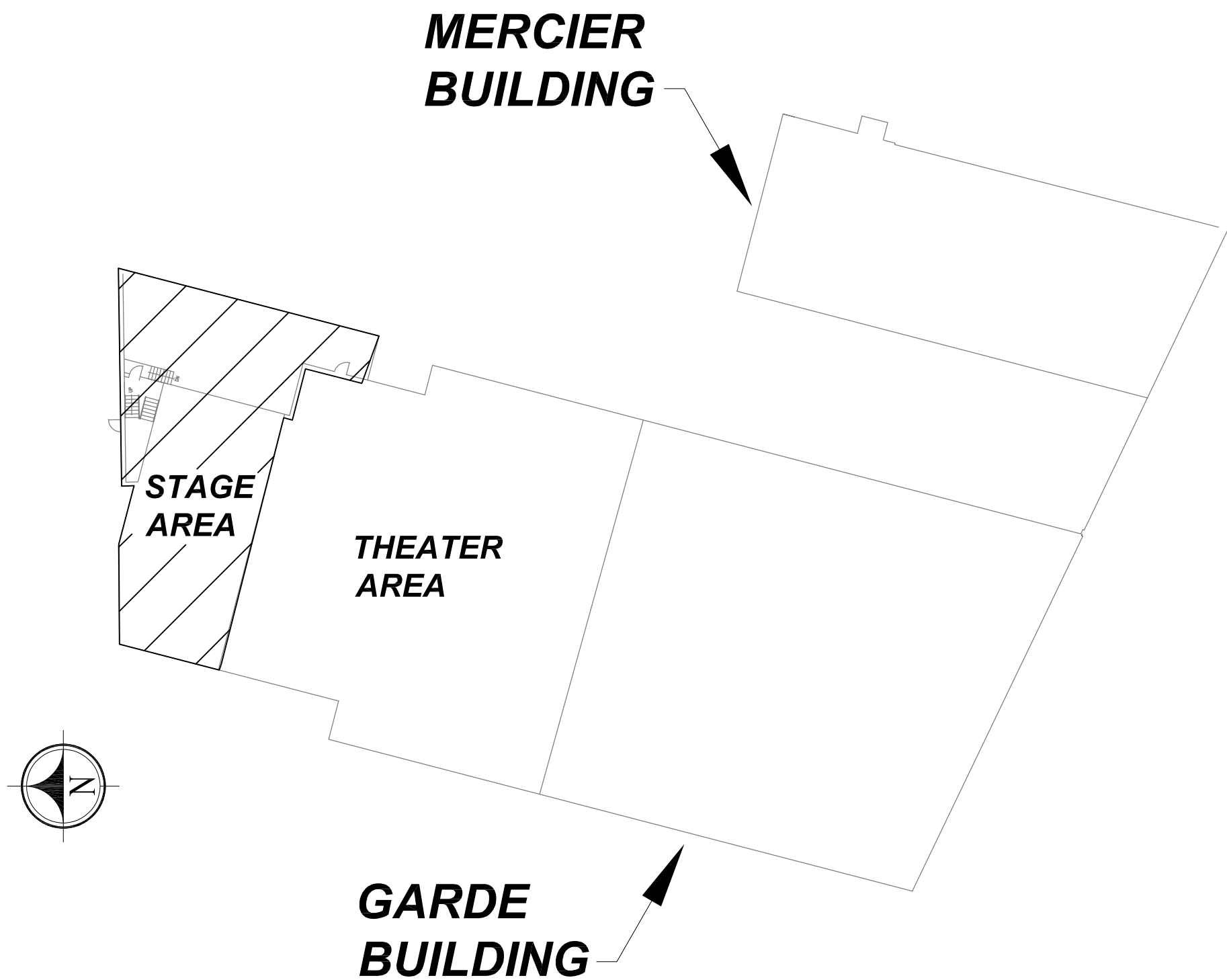
325 STATE ST, NEW LONDON, CT 06320

APPLICABLE CODES

- 2021 Connecticut State Building Code
- 2021 International Existing Building Code
- 2021 International Building Code
- 2021 International Plumbing Code
- 2021 International Mechanical Code
- 2021 International Energy Conservation Code
- 2020 NFPA 70, National Electrical Code, of the National Fire Protection Assoc., Inc.

LIST OF DRAWINGS

	SHEET	SHEET NAME
<u>GENERAL</u>		
	G001	COVER SHEET
<u>MECHANICAL</u>		
	M100	MECHANICAL BASEMENT FLOOR PLAN
	M101	MECHANICAL FIRST FLOOR PLAN
	M200	MECHANICAL SCHEDULES
	M201	MECHANICAL DETAILS
	M300	MECHANICAL SPECIFICATION
<u>ELECTRICAL</u>		
	E000	ELECTRICAL GENERAL NOTES AND LEGEND
	EP100	ELECTRICAL POWER BASEMENT FLOOR PLAN
	EP101	ELECTRICAL POWER FIRST FLOOR PLAN
	E300	ELECTRICAL SPECIFICATION

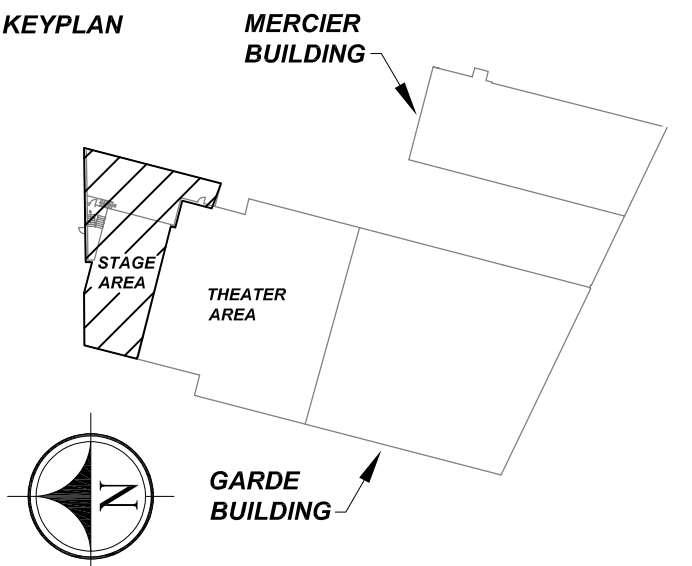


PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**

**GARDE BUILDING
STAGE AREA HEATING**

NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID

DRAWING TITLE:

COVER SHEET

DATE: 05/01/2023	DRAWING NUMBER: G001
DRAWN BY: AJD	
CHECKED BY: AJD	
SCALE: NO SCALE	
PROJ #: 2022023.00	

GENERAL ELECTRICAL DEMOLITION NOTES

- A. ELECTRICAL DEVICES INDICATED SHALL BE REMOVED.
- B. LOW VOLTAGE DEVICES INDICATED SHALL BE REMOVED.
- C. DISCONNECT AND REMOVE EXISTING WIRING, CONDUIT, BOXES, ETC. SERVING ALL EQUIPMENT BEING REMOVED BY MECHANICAL AND OTHER TRADES. REFER TO PLUMBING, MECHANICAL AND ARCHITECTURAL DRAWINGS FOR COORDINATION OF REQUIRED WORK. REMOVALS SHALL BE BACK TO SOURCE PANEL COMPLETE.
- D. EXISTING ELECTRICAL ITEMS THAT ARE BEING DISCONNECTED AND REMOVED AND NOT BEING REUSED SHALL BE DISPOSED OF PROPERLY.
- E. ALL ABANDONED ELECTRICAL WIRING AND DEVICES SHALL BE REMOVED.
- F. IF CONTINUITY OF WIRING TO EXISTING ELECTRICAL ITEMS IS INTERRUPTED BY REMOVAL OF DEVICES, CONTRACTOR SHALL INSTALL ALL NECESSARY WIRING AND RACEWAY TO ENSURE THE CONTINUITY OF CIRCUITRY IN OTHER AREAS.
- G. WIRING FOR ITEMS BEING REMOVED SHALL BE REMOVED BACK TO POWER SOURCE OR LAST DEVICE TO REMAIN ACTIVE UNLESS NOTED OTHERWISE.
- H. NOTIFY CONSTRUCTION MANAGER OR GENERAL CONTRACTOR OF OPENINGS CAUSED BY REMOVAL OF EXISTING EQUIPMENT NOT BEING REPLACED. ENSURE THE PATCHING IS COMPLETE.
- I. THE BUILDING WILL BE OCCUPIED DURING DEMOLITION. COORDINATE PHASING OF DEMO WORK WITH CONSTRUCTION MANAGER OR GENERAL CONTRACTOR. EXISTING PANELS MAY NEED TEMPORARY RE-FEED. ENSURE CONTINUITY OF SERVICES.

160220

GENERAL POWER NOTES

- A. COORDINATE EXACT LOCATION OF ELECTRICAL DEVICES SUCH AS RECEPTACLES, SWITCHES, ETC. WITH ARCHITECTURAL PLANS, ELEVATIONS AND DETAILS PRIOR TO START OF WORK. REQUEST CLARIFICATIONS FROM ARCHITECT PRIOR TO INSTALLATION.
- B. UNLESS OTHERWISE INDICATED, REFER TO MOTOR CIRCUIT SCHEDULE FOR ELECTRICAL REQUIREMENTS OF ALL MECHANICAL (HVAC, PLUMBING, FIRE PROTECTION, ETC.) EQUIPMENT. REFER TO DRAWINGS FOR EACH TRADE FOR EXACT LOCATION OF EQUIPMENT.
- C. PROVIDE NYLON PULL STRING IN ALL EMPTY CONDUIT SYSTEMS FOR USE IN INSTALLING SYSTEM WIRING.
- D. COORDINATE EXACT LOCATION OF JUNCTION BOX FOR EQUIPMENT WHICH IS FURNISHED BY OWNER OR OTHERS WITH EQUIPMENT SUPPLIER PRIOR TO CONSTRUCTION. PROVIDE WIRING FROM JUNCTION BOX TO EQUIPMENT CONNECTION AS REQUIRED.
- E. WIRING INDICATED BY CIRCUIT NUMBER SYMBOL SHALL INCLUDE A NEUTRAL WHEN THE LOAD SERVED HAS PROVISIONS FOR, OR REQUIRES A NEUTRAL. TYPICALLY, ALL FEEDERS AND BRANCH CIRCUITS WILL REQUIRE A NEUTRAL, EXCEPT MOST MOTOR CIRCUITS.

160220

MOTOR CIRCUIT SCHEDULE

EQUIPMENT	LOCATION	CIRCUIT / SOURCE PANEL	OCP DEVICE	FEEDER	LOCAL DISC SWITCH	MOTOR STARTER				LOAD			REMARKS
						TYPE	SIZE	LOCATION		HP	PH	VOLT	
CUH-1	BASEMENT LOUNGE	27,GUS	20A-1P	2#12,1#12G,.3/4"C.	-	-	-	-		1/30	1	120	-
UH-1	ROLL UP DOOR AT STAGE	29,GUS	20A-1P	2#12,1#12G,.3/4"C.	-	-	-	-		1/25	1	120	-
BFP-1	BOILER	4,GBPP	20A-1P	2#12,1#12G,.3/4"C.	-	-	-	-		1/3	1	120	-
P-1	BOILER	20,22,24,GBPP	20A-3P	3#12,1#12G,.3/4"C.	30A/15A	-	-	-		1/2	3	208	-
P-2	BOILER	FED FROM P-1	20A-3P	3#12,1#12G,.3/4"C.	30A/15A	-	-	-		1/2	3	208	-

MOTOR CIRCUIT SCHEDULE REFERENCED NOTES:

- REFER TO FLOOR PLANS FOR CIRCUIT/SOURCE PANEL INFORMATION.
- DISCONNECT SWITCH TO HAVE MICRO SWITCH FOR SIGNALING VFD SHUTDOWN PRIOR TO OPENING OF MOTOR FEEDER BLADES.
- VFD FURNISHED AND INSTALLED BY DIV. 23. POWER WIRING FROM SOURCE TO VFD BY DIV. 26. POWER WIRING BETWEEN VFD AND MOTORS BY DIV. 26. CONTROL WIRING BY DIVISION 23.
- VFD FURNISHED BY DIVISION 23 AND INSTALLED BY DIV. 26. POWER WIRING FROM SOURCE TO VFD BY DIVISION 23.
- DIV. 26. POWER WIRING BETWEEN VFD AND MOTORS BY DIV. 26. CONTROL WIRING BY DIVISION 23.
- STARTER/CONTROLLER IS PREWIRED TO MOTORS AND FURNISHED BY DIV. 23.
- CIRCUIT BREAKER (OCP DEVICE) SHALL BE SHUNT TRIP TYPE FOR EMERGENCY ELEVATOR SHUTDOWN.
- LOCAL DISCONNECT SWITCH FURNISHED BY DIVISION 23 AS AN INTEGRAL COMPONENT OF THE EQUIPMENT.
- LOCAL DISCONNECT SWITCH TO BE SIX POLE.
- BRANCH CIRCUIT WIRING BETWEEN MOTOR CONTROLLER AND MOTOR TERMINALS TO HAVE THREE ADDITIONAL CONDUCTORS (FOR A TOTAL OF SIX CONDUCTORS) IN CONDUIT SIZED FOR THE SIX. REFER TO MOTOR CONTROL CENTER SCHEDULES FOR MOTOR CONTROLLER AND BRANCH CIRCUIT REQUIREMENTS.
- ELEVATOR MOTOR CONTROLLER TO BE PROVIDED BY ELEVATOR CONTRACTOR.

MOTOR CIRCUIT SCHEDULE GENERAL NOTES:

- A. REFER TO SPECIFICATIONS FOR STANDARD FEATURES.
- B. ABBREVIATIONS:
VFD - VARIABLE FREQUENCY DRIVE
FVNR - FULL VOLTAGE, NON-REVERSING
RVNR - REDUCED VOLTAGE, NON-REVERSING
FHMS - FRACTIONAL HORSEPOWER MOTOR STARTER
2 SPD - TWO-SPEED, NON REVERSING
MAN - MANUAL STARTER (TOGGLE SWITCH WITH THERMAL OVERLOADS)
- C. OCP DEVICES AND LOCAL DISC SWITCHES ARE THREE POLE UNLESS OTHERWISE NOTED.
- D. LOCAL DISCONNECT SWITCH SIZE INDICATES SWITCH FRAME FOLLOWED BY FUSE SIZE (I.E. 30A/20A REPRESENTS 30A FRAME SWITCH WITH 20A FUSES).
- E. PROVIDE WEATHERPROOF FUSED DISCONNECT SWITCHES WHERE LOCATED OUTSIDE OR IN WET LOCATIONS.
- F. STARTERS, DISCONNECT SWITCHES, CIRCUIT BREAKERS, BRANCH CIRCUIT WIRING, ETC. INDICATED IN THE MOTOR CIRCUIT SCHEDULE SHALL BE FURNISHED AND INSTALLED BY DIVISION 16 UNLESS OTHERWISE NOTED.
- G. THE "OCP DEVICE" SHALL BE A CIRCUIT BREAKER UNLESS OTHERWISE NOTED.

POWER DEVICES

SYMBOL	DESCRIPTION
	ELECTRICAL PANEL 480 / 277 VOLT
	ELECTRICAL PANEL 208 / 120 VOLT
	SPECIAL-PURPOSE ELECTRICAL PANEL OR EQUIPMENT CABINET
	ELECTRICAL POWER TRANSFORMER
	MAGNETIC STARTER
	FUSED DISCONNECT SWITCH
	COMBINATION MAGNETIC STARTER AND DISCONNECT SWITCH
	ELECTRIC MOTOR
	VARIABLE FREQUENCY DRIVE
	ACTIVE HARMONIC FILTER
	JUNCTION BOX
	HARD-WIRED EQUIPMENT CONNECTION
	RELAY
	ELECTRONIC FAUCET / FLUSH VALVE CONTROL TRANSFORMER
	TRAP PRIMER SOLENOID TRANSFORMER
	MOTORIZED PROJECTION SCREEN POWER CONNECTION BOX
	MOTORIZED SHADE POWER CONNECTION BOX
	FAN COIL UNIT POWER CONNECTION BOX
	ELECTRIC HAND DRYER POWER CONNECTION BOX
	AUDIO / VISUAL SYSTEM JUNCTION BOX - REFER TO SPECIFICATIONS AND / OR DETAILS FOR ADDITIONAL INFORMATION
	COMBINATION POWER / DATA SERVICES POLE
	SPLICE BOX, (FEEDERS)
	PULL BOX, (FEEDERS)
	RECESSED MULTI-SERVICE FLOOR BOX
	MULTI-SERVICE POKE-THRU ASSEMBLY
	FLUSH POWER OUTLET WITH LMC WHIP CONNECTION TO FURNITURE PARTITION SYSTEM (WALL OR FLOOR)

180906

WIRING

SYMBOL	DESCRIPTION
	BRANCH CIRCUIT WIRING
	BRANCH CIRCUIT SWITCHED WIRING
	BRANCH CIRCUIT AC OR DC CONTROL WIRING
	EMERGENCY FEEDER
	TELECOMMUNICATION SYSTEM RACEWAY
	NIGHTLIGHT CIRCUIT
	CABLE TELEVISION SYSTEM RACEWAY
	CABLETRAY
	INCOMING PRIMARY ELECTRIC SERVICE
	INCOMING SECONDARY ELECTRIC SERVICE
	ELECTRIFIED BUS DUCT WITH PLUG-IN, BRANCH CIRCUIT DEVICE
	CONDUIT UP
	CONDUIT DOWN
	WIRE BREAK
	POINT OF CONNECTION / WIRE TAP
	HOME RUN, 3/4" CONDUIT, 2#12 AND 1#12 GROUND, UNLESS OTHERWISE NOTED. NOTE: HOME RUN SHALL BE FROM FIRST ELECTRICAL DEVICE BACKBOX IN CIRCUIT TO ELECTRICAL PANEL

150918

ABBREVIATIONS

SYMBOL	DESCRIPTION
A	AMPERE
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFI / AFCI	ARC FAULT INTERRUPTER
AHF	ACTIVE HARMONIC FILTER
AHU	AIR HANDLING UNIT
C	CONDUIT
CATV	CABLE TELEVISION
C/B	CIRCUIT BREAKER
CCTV	CLOSED CIRCUIT TELEVISION
CIR	CIRCUIT
CUH	CABINET UNIT HEATER
CT	CABLE TRAY
ER	EXISTING TO REMAIN
EF	EXHAUST FAN
ELTR	EXISTING LIGHTING TO REMAIN (WITHIN SPECIFIED AREA)
EM	EMERGENCY
EMT	ELECTRIC METALLIC TUBING
EPTR	EXISTING POWER TO REMAIN (WITHIN SPECIFIED AREA)
EWC	ELECTRIC WATER COOLER
EWB	ELECTRIC WATER HEATER
EXP	EXPLOSION PROOF (INTRINSICALLY SAFE)
F	FUSED
FA	FIRE ALARM
FLA	FULL LOAD AMPS
FMC	FLEXIBLE METALLIC CONDUIT
FUT	FUTURE
G / GND	GROUND
GFI / GFCI	GROUND FAULT INTERRUPTER
IG	ISOLATED GROUND
LFMC	LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT
MAU	MAKE-UP AIR UNIT
MCA	MINIMUM CIRCUIT AMPACITY
MD	MOTORIZED DAMPER
NC	NORMALLY CLOSED
NF	NON-FUSED
NE	NEW LOCATION OF EXISTING RELOCATED
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NR	NEW TO REPLACE EXISTING
P	POLE (SPACE IN PANELBOARD)
PE	PRIMARY ELECTRIC SERVICE
PVC	POLYVINYL CHLORIDE CONDUIT
RE	REMOVE EXISTING
REF	REFRIGERATOR
RL	RELOCATE EXISTING
RMC	RIGID METALLIC CONDUIT
RR	REMOVE AND REPLACE ON NEW SURFACE
RTU	ROOFTOP UNIT
SD	SMOKE DAMPER
SE	SECONDARY ELECTRIC SERVICE
ST	SHUNT STRIP
S&P	SPACE AND PROVISION
T	TELEPHONE (VOICE)
TCP	TEMPERATURE CONTROL PANEL
TV	TELEVISION
TX	TRANSFORMER
TYP	TYPICAL
UNV	UNIVERSAL
VAC	VOLTS AC
W	WIRE OR WATTS
WA OR WAP	WIRELESS ACCESS POINT
WG	WIRE GUARD
WM	SURFACE MOUNTED RACEWAY
WP	WEATHERPROOF

170605

LEGEND NOTE

THESE LEGENDS AND ABBREVIATIONS DEFINE ITEMS INDICATED ON DRAWINGS. NOT ALL SYMBOLS OR ABBREVIATIONS DEFINED ARE NECESSARILY USED ON THIS PROJECT.

150918

VANZELM
ENGINEERS
VAN ZELM HEYWOOD & SHADFORD, INC.

CT: 860.284.5064 MA: 617.218.9976
10 TALCOTT NOTCH, FARMINGTON, CT 06032 - 1800
Connecticut | Massachusetts | North Carolina

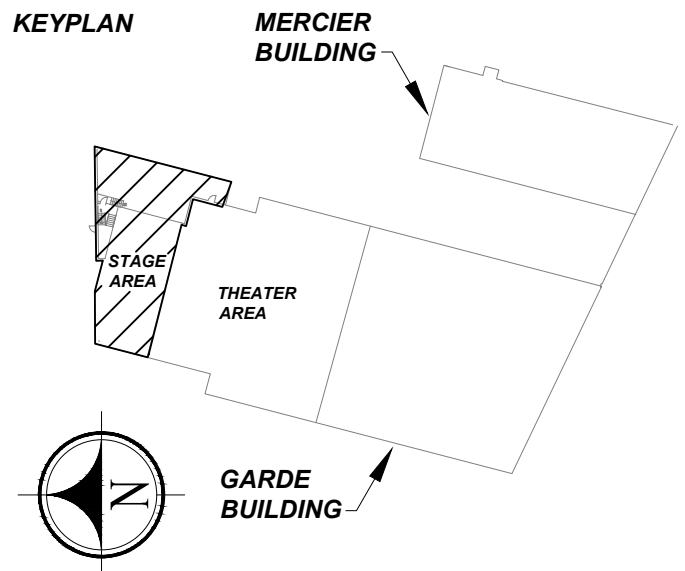


PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**

**GARDE BUILDING
STAGE AREA HEATING**

NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



05/01/2023

DRAWING TITLE:

**ELECTRICAL GENERAL
NOTES AND LEGEND**

DATE: 05/01/2023
DRAWN BY: SEL
CHECKED BY: EDA
SCALE: AS NOTED
PROJ #: 2022023.00

DRAWING NUMBER:

E-000

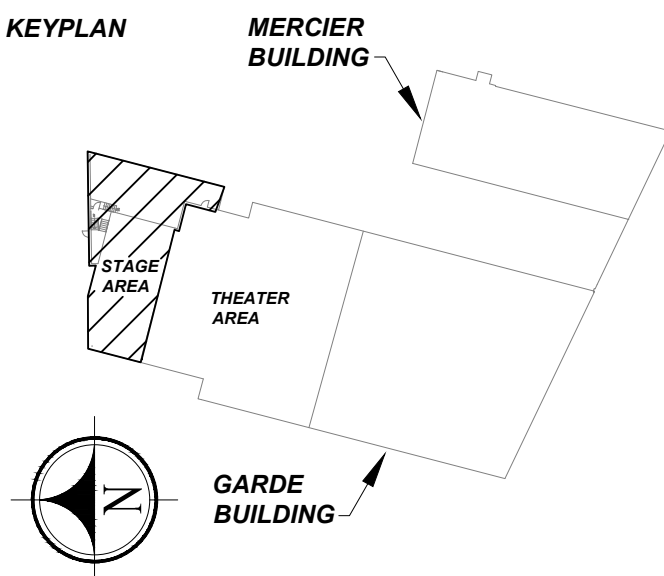
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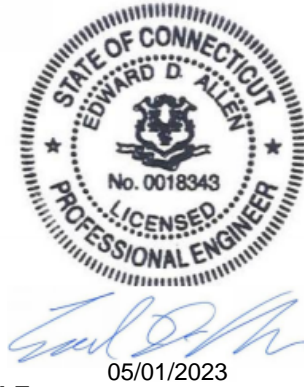


PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**
**GARDE BUILDING
STAGE AREA HEATING**
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



DRAWING TITLE:

**ELECTRICAL POWER
BASEMENT FLOOR
PLAN**

DATE: 05/01/2023
DRAWN BY: SEL
CHECKED BY: EDA
SCALE: 1/8"=1'-0"
PROJ #: 2022023.00

DRAWING NUMBER:

EP-100

EXISTING 800A BREAKER
(PANEL MDP O.C.P.)
EXISTING PANEL MDP
EXISTING 200A 1Ø DISCONNECT
(1ST & 3RD FL. OFFICES)
EXISTING 200A DISCONNECT
(THEATER USE)
EXISTING 400A DISCONNECT
(THEATER USE)
EXISTING 208/120V 3Ø, 4W, 1400A
SERVICE SWITCH
EXISTING 800A BREAKER
(THEATER A/C UNIT)
DISCONNECT AND REMOVE
EXISTING FEEDER FROM
EXISTING AC UNIT
SOUND EQUIP. RM.
EXISTING 200A 3P FUSED DISCONNECT
(STORES & OFFICES)
EXISTING 100A 3P FUSED DISCONNECT
EXISTING 200A 3P FUSED DISCONNECT
(4TH FL. OFFICES)
TX
125A PANEL FOR
SOUND SYSTEM (SEE RISER)
UTILITY METER
ELECT.
ELECT.
ER
GBFP
MECHANICAL
OLD FAN
CRAWL SPACE
CRAWL SPACE
CRAWL SPACE

1

GARDE THEATER BUILDING PARTIAL DEMOLITION BASEMENT PLAN

Scale: 1/8"=1'-0"

PROVIDE FEEDER AND CONTROL
WIRING FROM CONDENSING UNIT
TO AC UNIT
SOUND EQUIP. RM.
EXISTING
AC UNIT
CUH-1
KEY NOTES:
REFER TO MOTOR CIRCUIT SCHEDULE FOR
BRANCH CIRCUITING ON DRAWING E-000
P-1 P-2 BFP-1
MECHANICAL
OLD FAN
CRAWL SPACE
CRAWL SPACE
CRAWL SPACE

2

GARDE THEATER BUILDING PARTIAL NEW WORK BASEMENT PLAN

Scale: 1/8"=1'-0"

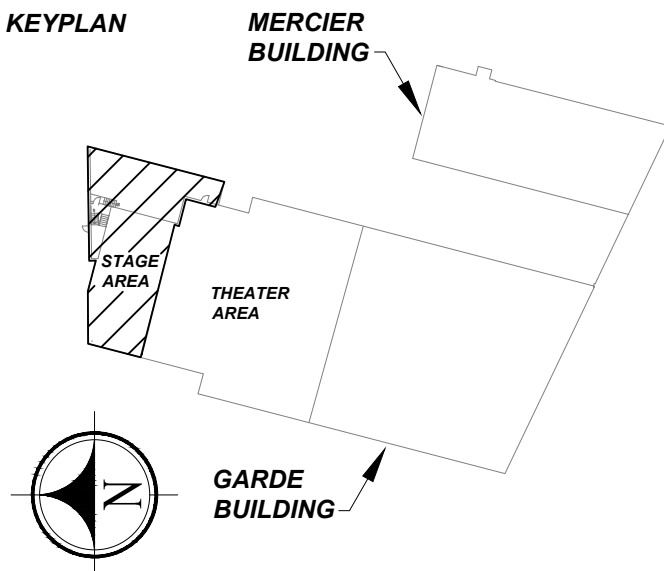
VANZELM
ENGINEERS
VAN ZELM HEYWOOD & SHADFORD, INC.

CT: 860.284.5064 MA: 617.218.9976
10 TALCOTT NOTCH, FARMINGTON, CT 06032 - 1800
Connecticut | Massachusetts | North Carolina



PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**
**GARDE BUILDING
STAGE AREA HEATING**
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID

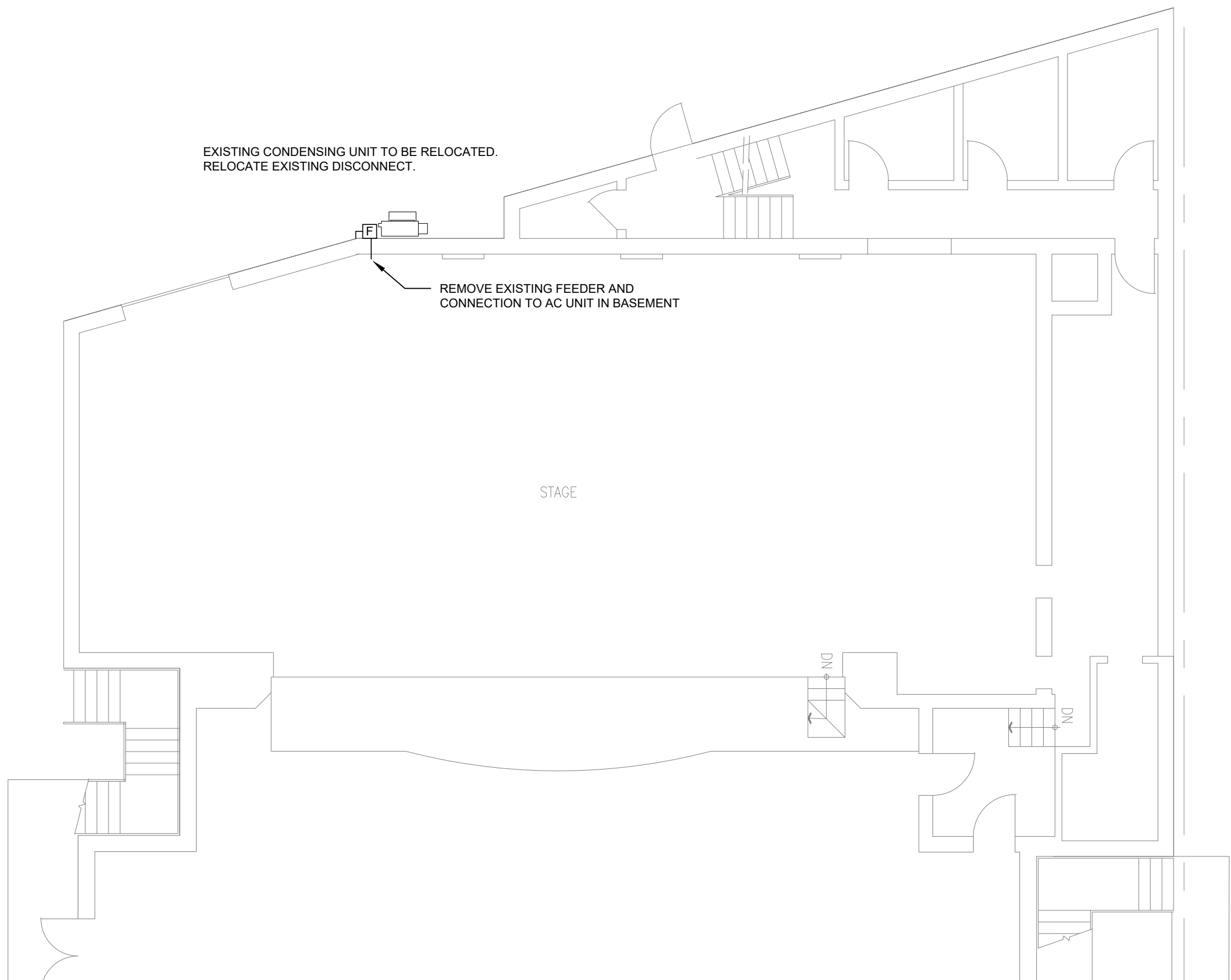


Edward D. Allen
05/01/2023

DRAWING TITLE:

**ELECTRICAL POWER
FIRST FLOOR PLAN**

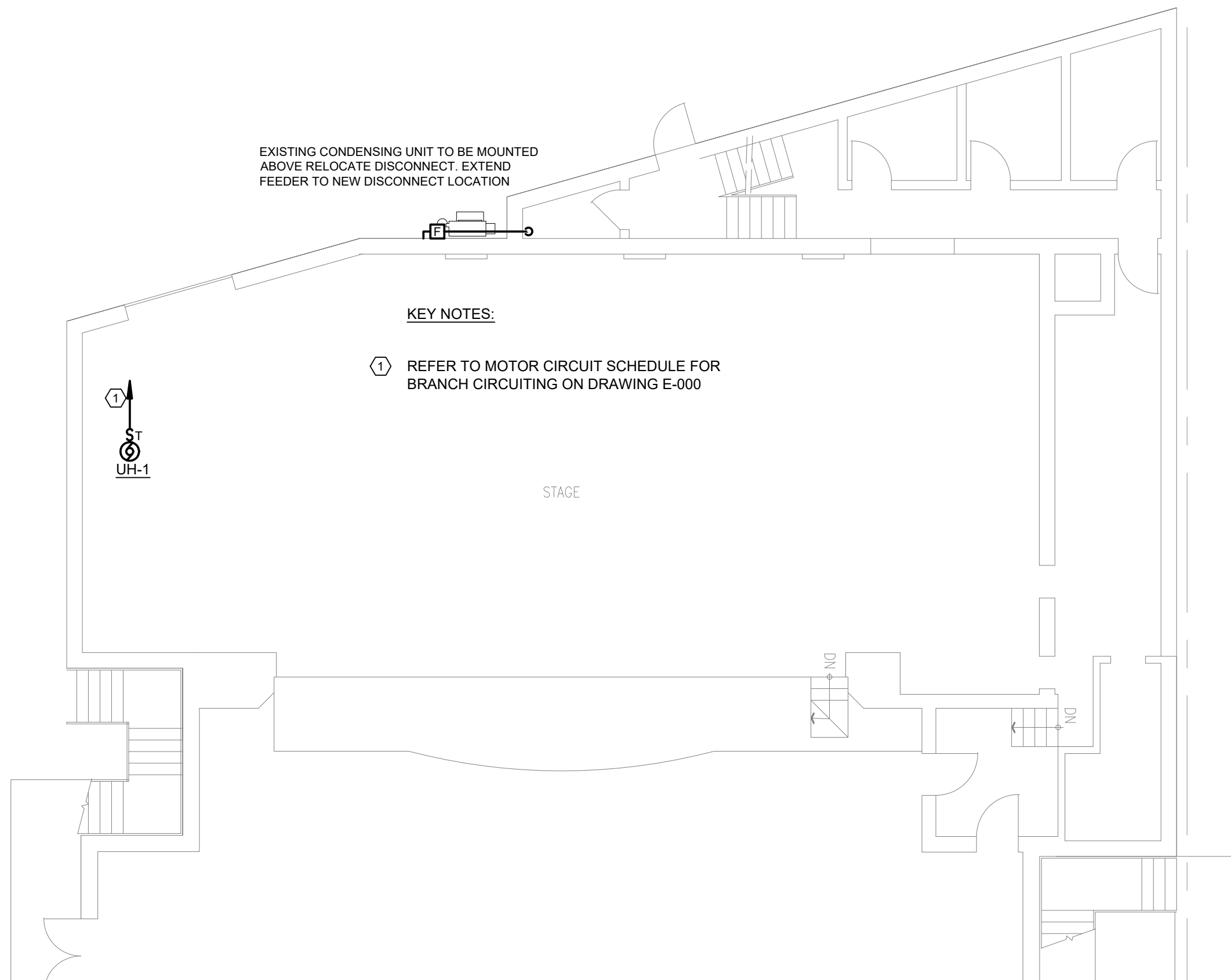
DATE: 05/01/2023	DRAWING NUMBER:
DRAWN BY: SEL	EP-101
CHECKED BY: EDA	
SCALE: 1/8"=1'-0"	
PROJ #: 2022023.00	



**GARDE THEATER BUILDING PARTIAL FIRST FLOOR & STAGE AREA
DEMOLITION PLAN**

1

Scale: 1/8"=1'-0"



**GARDE THEATER BUILDING PARTIAL FIRST FLOOR & STAGE AREA
NEW WORK PLAN**

2

Scale: 1/8"=1'-0"

ELECTRICAL SPECIFICATION

PART 1 - GENERAL

1.1 GENERAL

- A. Architect's General Conditions are a part of this Division. All work shall be done in strict accordance with all applicable Codes and Regulations of local and State Agencies and utility companies. This Contractor shall bear the cost of all fees, permits, licenses and taxes and any utility company charges in connection with the work. All equipment installed shall be UL listed.
- B. AIA Document A201-current version, "General Conditions of the Contract for Construction" is hereby made part of these Specifications.

1.2 SCOPE

- A. Demolition:
- The Contractor shall reference electrical plans and remove or relocate existing electrical materials as shown to be removed. Removal of wiring that is no longer in service shall be complete back to source. Existing conduit may be reused when in suitable condition. Wiring for branch circuits shall not be reused unless otherwise noted. Circuits that remain shall be left in operating condition.
 - Existing electrical materials shall NOT be reused unless so indicated on the Drawings. Existing flush-mounted boxes in good condition may be reused if located as shown for new boxes on Drawings. Flush-mounted boxes not being reused shall be covered with suitable cover plates, surface boxes and raceways shall be removed.
 - All materials removed under this Division and not scheduled for reuse or requested by the Owner, shall be disposed of off site.
- B. New Work:
- Provide complete electrical power and special systems as indicated on the Contract Drawings.
 - Provide all electrical work necessary to power Owner-supplied equipment. Provide all receptacles, power wiring, core drills, etc., necessary for a complete installation.
 - Systems shall be complete in all respects, tested, approved and ready for operation.
- C. Work by Others:
- Other Trade Contractors and Owner's equipment vendors shall install all motors for equipment provided under their trade work contracts; motors shall be ready for wiring by the Electrical Contractor.
 - Other Trade Contractors and Owner's equipment vendors shall furnish and deliver to the Electrical Contractor wiring diagrams for all electrically operated equipment. Other Trade Contractors shall furnish relays and control equipment to the Electrical Contractor who shall install and wire these devices. The Electrical Contractor shall provide motor starters and disconnect switches.
 - The General Contractor shall provide excavation, backfill, chases, openings, cutting, patching, painting and finish work.
 - The General Contractor shall install all access doors where required; doors needed for access to electrical systems shall be furnished by the Electrical Contractor.

1.3 SHOP DRAWING SUBMITTALS

- A. Submit shop drawings on equipment and materials, in sextuplet (6 copies), to the Architect for approval. The Drawings shall include ratings, performance information, operating data and wiring diagrams. The Contractor shall assume full responsibility for work performed or equipment supplied that is not in agreement with approved shop drawings.
- B. The following list of electrical items must be submitted by this Contractor for approval:
- Circuit breakers
 - Wiring devices and plates
- C. Submit for record an itemized list detailing electrical systems and components to be seismically restrained and associated seismic restraint system to be used.

1.4 RECORD DRAWINGS

- A. Neatly and accurately record all changes to Contract Documents on record set of drawings furnished by the General Contractor. These record "as-built" drawings shall include locations of specific items as listed in the various Specification DIVISIONS. Upon project completion, these record drawings shall be turned over to the Engineer.

1.5 DEFINITION

- A. As used on Contract Drawings, the term "to provide" shall mean "to furnish, install and connect completely in the specified or approved manner the item or material described."

1.6 GUARANTEE

- A. Materials, equipment and workmanship shall have standard warranty against defects in material and workmanship. Failures due to defective or improper material, equipment, workmanship or design shall be made good, forthwith, by and at the expense of the Contractor, including damage done to areas, materials and other systems resulting from such failures. Guarantee period shall extend for one year from the Date of Acceptance.

1.7 INSPECTION

- A. Contract Drawings are diagrammatic and do NOT show every required fitting, etc. The Contractor shall familiarize himself with existing site conditions prior to submitting a bid, and shall include all equipment and accessories necessary for complete and operational systems.

1.8 INSURANCE

- A. Furnish insurance certificates required by the Owner.

1.9 PERMITS, LAWS, ORDINANCES, CODES AND STANDARDS

- A. Obtain and pay for permits, inspections, licenses and certificates required. Work of this Contract shall meet current accepted editions of the State Building Code, State Fire Safety Code and other laws, rules and regulations of local, State and Federal authorities including, but not limited to: National Fire Protection Association #13; National Fire Protection Association #90A; National Fire Protection Association #90B; National Fire Protection Association #99; International Plumbing Code; International Mechanical Code; National Fire Protection Association #70 (National Electrical Code); and local utility company requirements. Pay utility company backcharges. Equipment, materials and components listed in UL Product Directories, shall bear UL labels.

1.10 ARRANGEMENT OF WORK

- A. Work shall be coordinated between trades to prevent interference. Work shall present a neat coordinated appearance. Install work as necessary to provide maximum possible headroom, adequate clearance and ready access for inspection, operation, safe maintenance and repair and Code conformance. Where space appears inadequate, consult the Architect before proceeding with installation.

1.11 WORKMANSHIP

- A. Equipment and materials shall be new, of first quality, selected and arranged to fit properly into spaces indicated. Install equipment and materials in accordance with manufacturer's recommendations.

1.12 COORDINATION WITH OWNER

- A. Work shall be scheduled with the Owner. Interruptions in Owner's access to the site shall be subject to Owner limitations of date and duration.

1.13 OPERATION OF SERVICES AND UTILITIES

- A. Shutdown of existing services and utilities shall, without exception, be coordinated with the proper utility and with the Owner as to date, time of day, and duration before any service is interrupted. Notify the Owner of estimated duration of shutdown period at least ten days in advance of proposed shutdown.

1.14 PROTECTION

- A. Close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material. Protect existing property, equipment and finishes from damage. Repair, to original condition, existing property that has been damaged during execution of the work.
- B. Temporary Heating: Apply temporary heat to electrical equipment including but not limited to switchgear, switchboards, transformers and motor control centers according to manufacturer's written instructions, throughout periods when environment is not controlled for temperature and humidity within manufacturer's stipulated service conditions.

1.15 CLEANING

- A. Work site must be kept clean. Rubbish, debris and leftover or excess materials shall be removed daily.

1.16 LUBRICATION

- A. No equipment shall be operated for temporary service or testing without proper lubrication. Items requiring lubrication shall be left freshly and fully lubricated at time of substantial completion. Furnish Owner with one complete new set of any special lubrication devices required for servicing, e.g., grease guns, fittings and adapters.

1.17 PAINTING

- A. Equipment and materials shall have standard manufacturer's finish except where otherwise noted.

1.18 CUTTING AND PATCHING

- A. Cutting and patching to be performed by this contractor. Painting of finished surfaces after patching shall be as specified by Architect or shall match adjacent finishes.

1.19 WATERPROOFING

- A. Provide necessary sleeves, caulking and flashing required to make openings waterproof.

1.20 FIREPROOFING

- A. At closing of each working day, opening cut between floors and through fire-rated partitions shall be provided with UL approved, Class A "Noncombustible", firestopping with ratings equal to that of adjacent construction.

1.21 ACCESS

- A. Provide adequately sized access doors, for access to concealed equipment and components requiring servicing or inspection. Doors shall have fire ratings equal to construction in which they are located.

1.22 TESTS

- A. Perform tests required by the Owner, legal authorities and agencies. Each piece of equipment, including motors and controls, shall be operated continuously for minimum one-hour test. Correct all defects appearing during tests, and repeat tests until no defects are disclosed. Final tests shall be made in the Owner's presence.

1.23 SYSTEMS OPERATION AND MAINTENANCE

- A. Upon completion of the work and at a time designated by the Engineer, the Contractor shall furnish instruction manuals including data, warranties, etc., and shall instruct the Owner or his representative as to the arrangement, location and operation of all equipment and systems furnished and installed under the Electrical Contract.

PART 2 - PRODUCTS

2.1 WIRE CABLE AND RACEWAYS

- A. Rigid galvanized steel conduit (RGS) shall be used for all exterior wiring and where subject to dampness, except as noted below or as specifically noted on the Drawings. Connectors and couplings shall be galvanized steel threaded type listed for RMC use.
- B. Electrical Metallic Tubing (EMT) shall be used for feeders run above ground in dry areas. Connectors and couplings shall be galvanized steel, either compression type or heavy-duty set screw-type, listed for EMT use. Indent or crimp-type connectors are NOT allowed.
- C. EMT or RGS shall be used for all circuit homeruns.
- D. Minimum sizes shall be as follows:
- Conduit and EMT: 3/4" unless otherwise noted.
 - Flexible Metal Conduit: 1/2"
 - Wireway: 4" x 4".
- E. Type MC metal-clad cable may be used for branch wiring to light fixtures, receptacles and switches. Wherever MC cable is used for light fixture wiring, leave sufficient slack for future removal or servicing of fixtures in finished ceilings. The MC cable shall be UL listed 600V, 90 degree C-rated, metal clad with THHN insulation and green insulated ground wire. Connectors and fittings shall be galvanized steel, listed for MC cable use. All cables shall be rigidly supported from the building structure at least 4" O.C. and within 12" from every fitting and shall run in lines parallel or perpendicular to building structural members. Cable shall not rest on the ceiling structure. Type MC cable shall not be used for homeruns. Cable sheath of interlocked aluminum is not acceptable. Type AC armored cable shall not be permitted on the job.

- F. Flexible Metallic Conduit (FMC) or liquid-tight flexible metallic conduit (LFMC) shall be used for connections to vibrating equipment and furniture partitions. Connectors, fittings and clamps for FMC shall be galvanized steel, listed for FMC use. Connectors and couplings for LFMC shall be zinc plated malleable iron or steel, with engagement window locknut and sealing ring; liquid, oil, and rain-tight; suitable for wet locations, listed for LFMC use: acceptable equivalent to O-Z/Gedney "Type 4Q".
- Greytan Type LA liquid-tight flexible metal conduit (LFMC) shall be used for final connections to be vibrating equipment.
- G. Wiring that must be run along the surface of the existing walls shall be run in Wiremold #500 surface metal raceway, Wiremold #2100 surface metal raceway or as otherwise specified on the Drawings.
- H. Conductors shall be new copper with 600 Volt code gauge insulation conforming to NEC requirements. Wire #10 and smaller shall be solid conductor with THWN/THHN insulation, Size #8 and larger shall be stranded conductors with THWN/THHN insulation. Size #3 and larger shall be stranded conductors with XHHW insulation. Minimum size wire for light and power circuits shall be #12 AWG. The Contractor shall include an individual code sized green insulated ground conductor for all circuits; the use of the conduit system or cable covering as the sole means of grounding will not be permitted.
- I. Common neutrals shall not be used for receptacle circuits, unless otherwise noted on plans. When used, common neutral conductor ampere rating shall be double the phase conductor rating.
- J. All conduits and wiring shall be run concealed inside walls where possible. Exposed conduits where allowed shall be run neatly in lines parallel or perpendicular to building walls.
- K. All splices for #10 or smaller shall be made with "Scotchlok" spring connectors or equal. Splices for #8 or larger shall be made with UL approved compression connectors.
- L. Provide nylon pull lines for all empty conduits.

2.2 GROUNDING AND BONDING

- A. Equipment Grounds
- Grounding shall be installed and tested in accordance with NFPA 70 (NEC) and to satisfaction of local electrical inspector and Architect.
 - Provide green THHN insulated copper equipment grounding conductor between the ground bus of the source distribution panel or switchboard and each load being served. Conductor shall be sized according to NEC Table 250.122. Provide separate grounding conductor for each branch circuit, unless otherwise indicated on Contract Drawings.
 - Maintain electrical continuity of raceways.

B. Ground Fault Protection

- If excessive ground current flows, main breakers and/or circuit breakers with ground fault sensing shall trip to protect against arcing ground faults.
- Provide ground fault circuit interrupter protection for receptacles located within six feet of sink or faucet and as required and indicated.

C. Materials

- Above-grade and exposed connections shall be Burndy or acceptable equivalent.
- Wire shall be stranded bare copper or insulated copper, as indicated on Contract Drawings.
- Bus shall be copper bar, as indicated on Contract Drawings.
- Bushings and Pressure Lugs shall be by T&B, O.Z./Gedney or acceptable equivalent.
- Pipe clamps shall be by O.Z./Gedney or acceptable equivalent.

2.3 SAFETY SWITCHES

- A. Safety switches shall be fused, 600 VAC, heavy-duty type in NEMA enclosures suitable for the environment in which they shall be installed. Switches shall be Square D, General Electric or Cutler-Hammer equivalent to the following Square D types:
- Fused disconnect 2- and 3-pole: "Type H"
 - Fused, raintight (WP) disconnect switches in NEMA 3R enclosures: "Type H-R".

2.4 FUSES

- A. Fuses for circuit protection shall be UL listed, non-renewable, low peak, dual-element, time delay fuses. Bussman Type FRN-RK (250 Volt) or FRS-RK (460 Volt) UL Class RK5 or approved equal.

2.5 MOTOR STARTERS

- A. Provide starters for all motors unless noted otherwise. Starters shall be Allen-Bradley or equal by Square D, General Electric or Cutler-Hammer, as follows:

- Manual for 120 Volt or 208 volt, 1-phase: Allen Bradley Bulletin 600.
- Magnetic across-the-line: Allen Bradley Bulletin 509.
- Combination starter disconnects: Allen Bradley Bulletin 512.

- B. Manual starters shall have NEMA 1 enclosure.

- C. Magnetic starters shall have the following features:

- NEMA 1 enclosure
- Two N.O. and two N.C. auxiliary contacts
- HOA switch
- Neon run pilot light
- Three overload heaters
- Control power transformer.

2.6 OUTLET AND JUNCTION BOXES

- A. Switch and receptacle outlet boxes in partitions where wiring is concealed shall be standard 4 inches square, 1-1/2 inches deep, hot-dipped, galvanized steel, with device ring for boxes installed in sheetrock walls. Use 1-1/2 inch deep square corner tile wall extension for boxes installed in tile, exposed brick or exposed block masonry walls.
- B. Boxes shall be securely fastened to the building structure. Suitable means shall be provided to support outlet boxes to take the weight of fixtures. Recessed outlet boxes or their extension covers shall be set flush with face of finished wall, but in no case set greater than 1/4 inch behind finished face of wall. The Contractor shall check with the Architectural Drawings for possible box interference.
- C. Junction boxes shall be sized in accordance with Code requirements.
- D. Junction and outlet boxes where exposed to the weather and wet locations shall be threaded hub type and provided with watertight screw-on covers and gaskets.

2.7 SWITCHES, RECEPTACLES AND PLATES

- A. Switches and receptacles shall be as manufactured by Hubbell, Arrow-Hart, Leviton or Pass and Seymour and equivalent to the following specification grades, with color matching Building Standard.
- Duplex grounding type receptacles shall be 20 Ampere Hubbell #5362.
 - Ground fault type receptacles shall be Hubbell #GF-5362 feed-through receptacles.
- B. Provide wall plates equal to building standard on all switches and receptacles. When no standard exists provide specification grade stainless steel (Type 302).
- C. Receptacles shall be mounted 18 inches above finished floor with U ground up unless otherwise indicated.
- D. Wall switches shall be mounted 48 inches above finished floor, on strike side of door, unless otherwise indicated.

2.8 CIRCUIT BREAKERS

- A. All new circuit breakers shall match existing in style, manufacturer and interrupting rating for panel in which they are being installed, unless noted otherwise.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Electrical Contractor shall ensure that no piping, ductwork, leak protection apparatus or other equipment foreign to the electrical trade passes through the space equal to the width and depth of the electrical distribution equipment and extending from the floor to the structural ceiling.

3.2 LOAD BALANCE

- A. The Electrical Contractor shall balance the loads on the three phases in the electrical panelboard in which he does work insofar as physically possible, and report each panel loading to the Engineer.

3.3 OPERATIONAL TESTS

- A. Each piece of electrical equipment, including lighting fixtures, motors and controls shall be operated continuously for minimum test period of one hour.
- B. Demonstrate by operating equipment that circuits and devices are in good operating condition. Each item of control equipment shall be operated minimum of five times. Demonstration shall be performed after wiring tests.

3.4 MECHANICAL SYSTEM ADJUSTMENT AND TESTING

- A. Be present during adjustment period and final testing of mechanical systems. Take readings necessary to ensure that electrical systems are operating properly. Tests for mechanical work are detailed under DIVISION 15, MECHANICAL WORK.
- B. Take ampere readings with true RMS reading ammeter at each electrical component, such as motor and heating coil, to determine proper operation.
- C. Record readings and submit them in triplicate to the Engineer for review.

3.5 LABELING

- A. Label all new disconnects, starters, motors, furniture feeder boxes, in a manner acceptable to the Architect. Provide updated panel schedules in all panelboards within the scope of work.
- B. All manufacturer's nameplates shall be kept clean and free of paint.
- C. Data/communications wiring done under this Contract shall be recorded on cable management drawings. Each outlet shall be assigned a number which shall be keyed to its punchdown location.
- D. Provide printed, colored, adhesive labels for all electrical equipment, such as but not limited to switchboards, panelboards, motor control centers, disconnect switches, meter socket enclosures, etc. to warn qualified personnel of potential electric arc flash hazards. Label shall be a minimum of 4" x 5" and read as follows:

WARNING
Arc Flash Hazard
Appropriate PPE Required
Failure to Comply can Result in Death or Injury
Refer to NFPA 70E

END OF SECTION

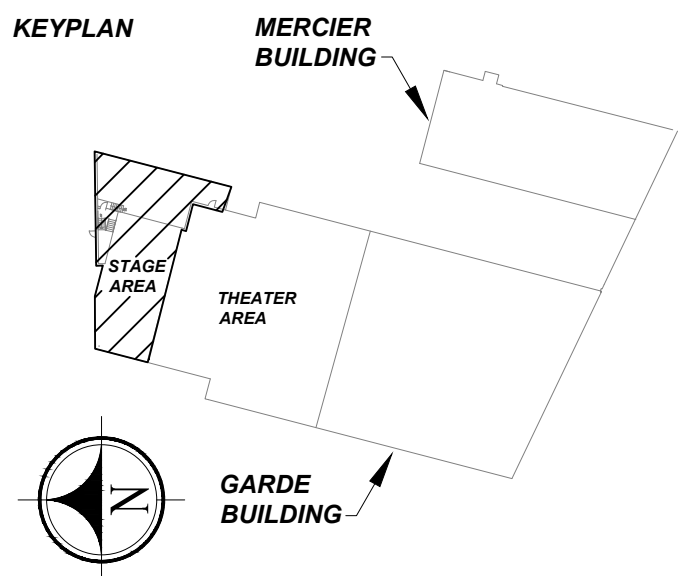


CT: 860.284.5064 MA: 617.218.9976
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Connecticut | Massachusetts | North Carolina



PROJECT NAME:

GARDE ARTS CENTER
RENOVATIONS
GARDE BUILDING
STAGE AREA HEATING
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



05/01/2023

DRAWING TITLE:

ELECTRICAL
SPECIFICATION

DATE: 05/01/2023
DRAWN BY: SEL
CHECKED BY: EDA
SCALE: AS NOTED
PROJ #: 2022203.00

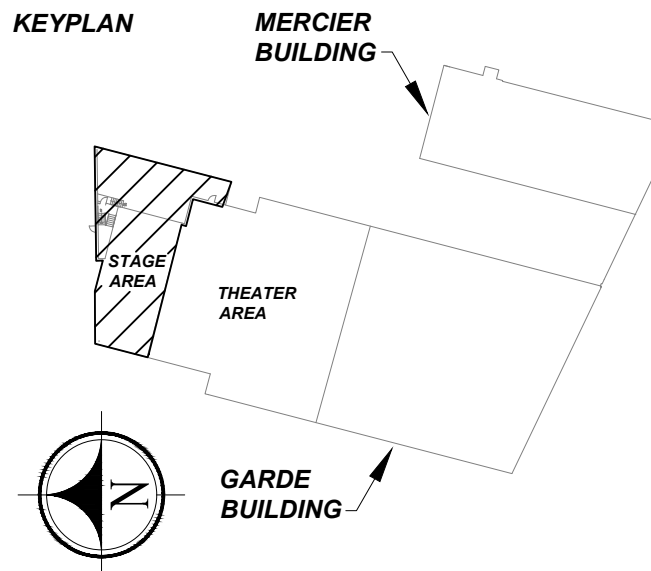
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E-300



PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**
**GARDE BUILDING
STAGE AREA HEATING**
NEW LONDON, CT



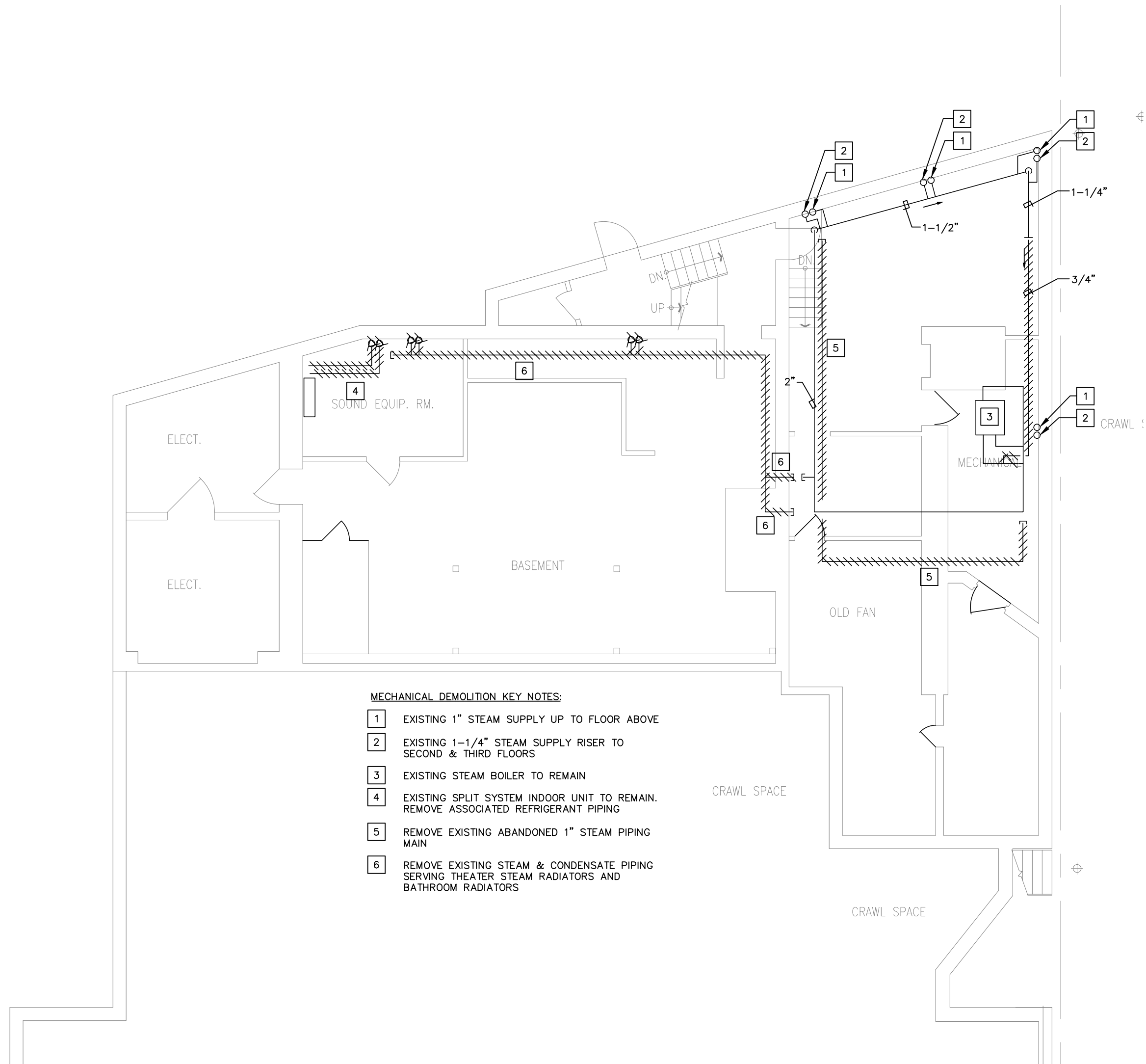
REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



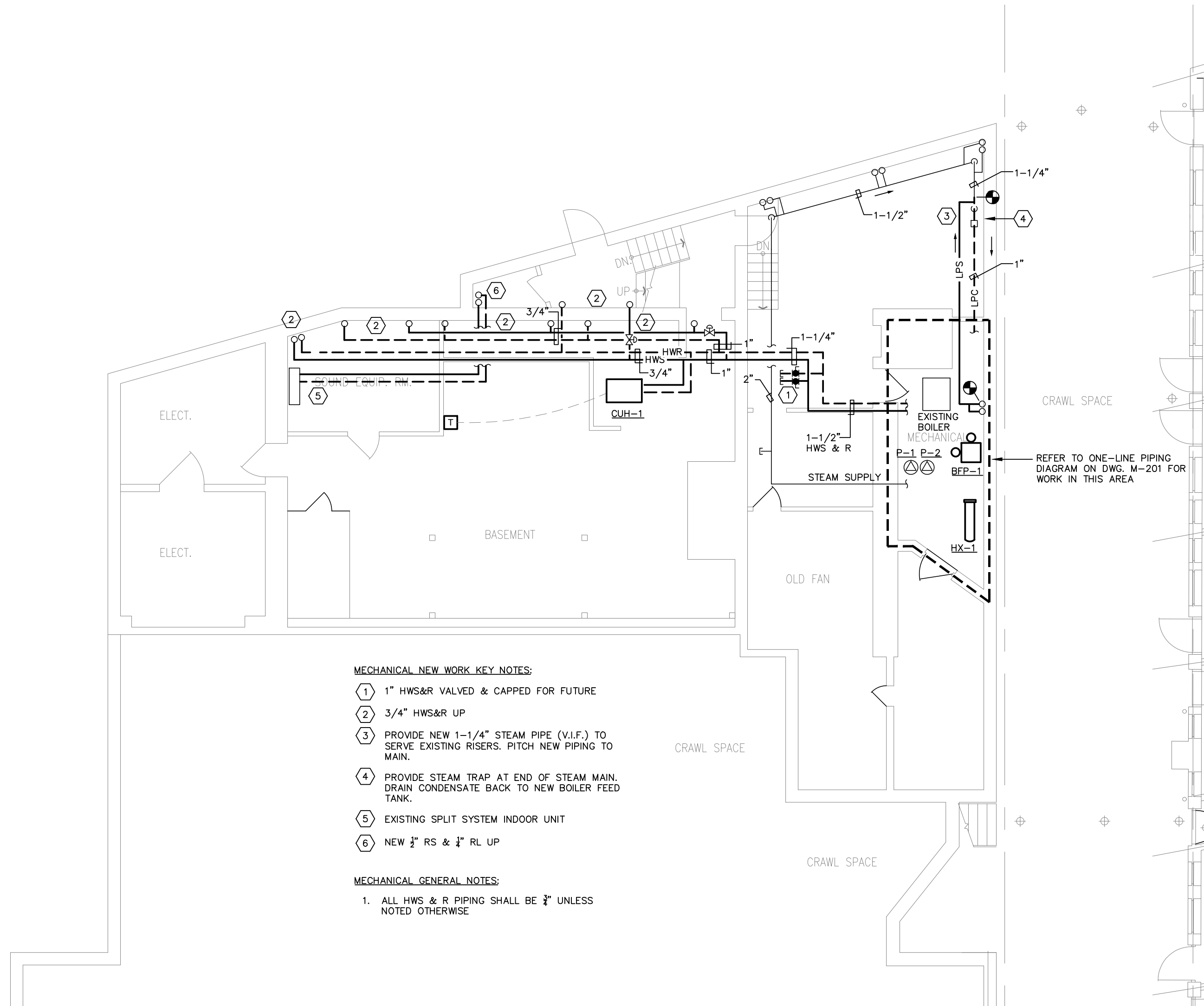
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**MECHANICAL
BASEMENT FLOOR
PLAN**

DATE: 05/01/2023	DRAWING NUMBER:
DRAWN BY: KMN	M-100
CHECKED BY: AJD	
SCALE: 1/8"=1'-0"	
PROJ #: 2022023.00	



1 GARDE THEATER BUILDING PARTIAL DEMOLITION BASEMENT PLAN
Scale: 1/8"=1'-0"

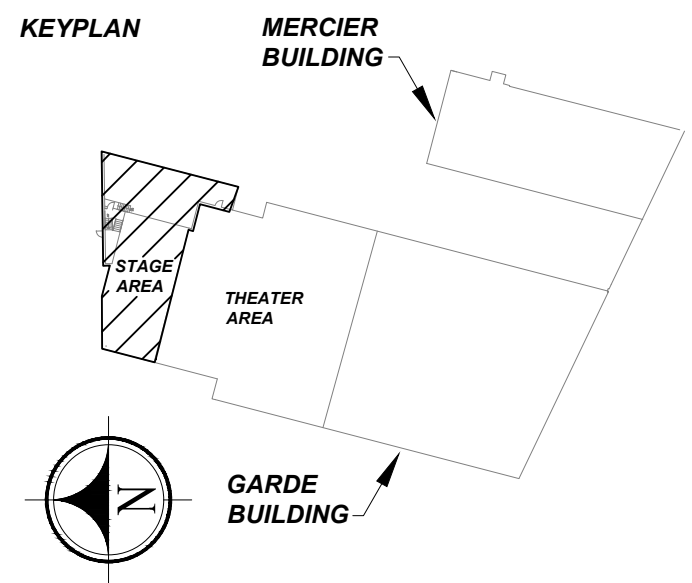


2 GARDE THEATER BUILDING PARTIAL NEW WORK BASEMENT PLAN
Scale: 1/8"=1'-0"



PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**
**GARDE BUILDING
STAGE AREA HEATING**
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



DRAWING TITLE:

**MECHANICAL
FIRST FLOOR PLAN**

DATE: 05/01/2023
DRAWN BY: KMN
CHECKED BY: AJD
SCALE: 1/8"=1'-0"
PROJ #: 2022023.00

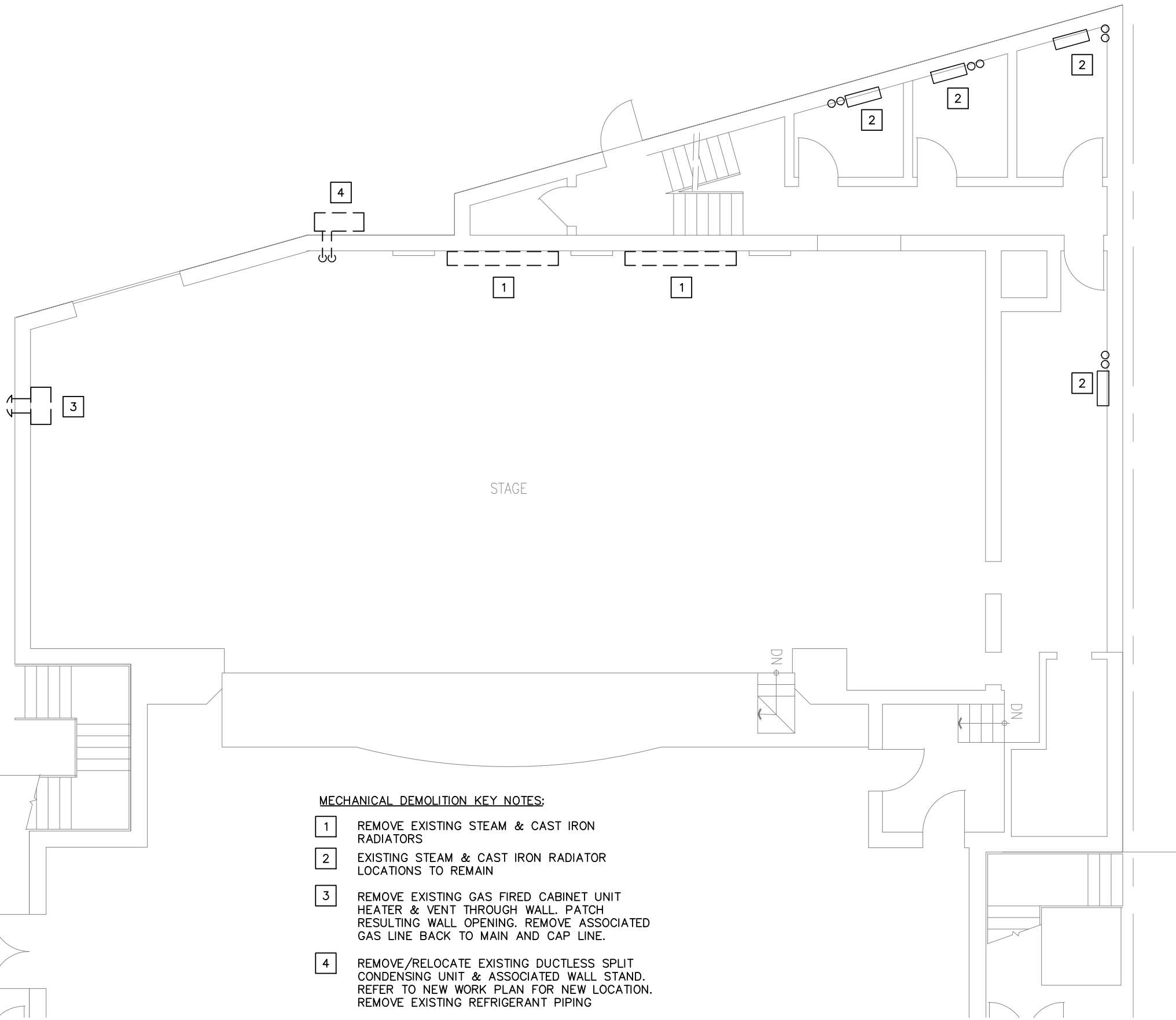
DRAWING NUMBER:

M-101

**GARDE THEATER BUILDING PARTIAL FIRST FLOOR & STAGE AREA
DEMOLITION PLAN**

1

Scale: 1/8"=1'-0"

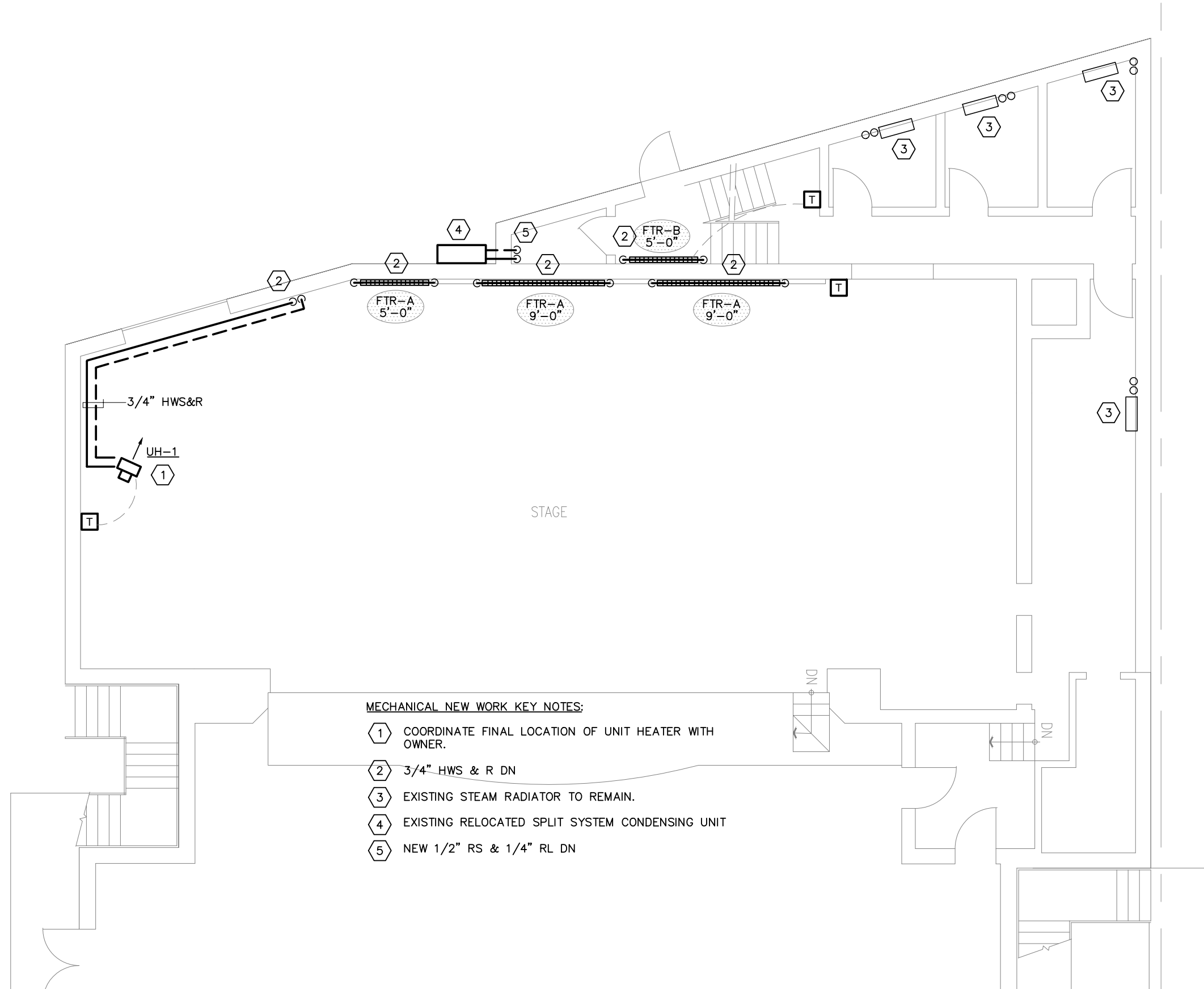


- MECHANICAL DEMOLITION KEY NOTES:**
- 1 REMOVE EXISTING STEAM & CAST IRON RADIATORS
 - 2 EXISTING STEAM & CAST IRON RADIATOR LOCATIONS TO REMAIN
 - 3 REMOVE EXISTING GAS FIRED CABINET UNIT HEATER & VENT THROUGH WALL. PATCH RESULTING WALL OPENING. REMOVE ASSOCIATED GAS LINE BACK TO MAIN AND CAP LINE.
 - 4 REMOVE/RELOCATE EXISTING DUCTLESS SPLIT CONDENSING UNIT & ASSOCIATED WALL STAND. REFER TO NEW WORK PLAN FOR NEW LOCATION. REMOVE EXISTING REFRIGERANT PIPING

**GARDE THEATER BUILDING PARTIAL FIRST FLOOR & STAGE AREA
NEW WORK PLAN**

2

Scale: 1/8"=1'-0"



- MECHANICAL NEW WORK KEY NOTES:**
- 1 COORDINATE FINAL LOCATION OF UNIT HEATER WITH OWNER.
 - 2 3/4" HWS & R DN
 - 3 EXISTING STEAM RADIATOR TO REMAIN.
 - 4 EXISTING RELOCATED SPLIT SYSTEM CONDENSING UNIT
 - 5 NEW 1/2" RS & 1/4" RL DN

CABINET UNIT HEATER SCHEDULE																		
UNIT NO.	SERVING	MANUFACTURER	MODEL & SIZE	CFM	E.D.B. °F	L.D.B. °F	E.W.T. °F	L.W.T. °F	MBH	GPM	MHP (W)	ELEC. DATA				CABINET TYPE	CAB. DIM. LxHxD IN.	REMARKS
												VOLTS	PH	Hz	RPM			
CUH-1	BSMT LOUNGE	AIREDALE	WCC 2	140	60	156	180	167	14.7	2.4	1/30	120	1	60	625	ARRANGEMENT 56	39x25x10	BOTTOM INLET, FRONT OUTLET

UNIT HEATER SCHEDULE																
UNIT NO.	SERVING	MANUFACTURER	MODEL & SIZE	CFM	E.D.B. °F	L.D.B. °F	E.W.T. °F	L.W.T. °F	MBH	GPM	MHP (W)	ELEC. DATA				REMARKS
												VOLTS	PH	Hz	RPM	
UH-1	ROLL UP DOOR	AIREDALE	WTC-24	370	60	100	180	160	16.2	1.7	1/25	120	1	60	1550	-

FINTUBE RADIATION SCHEDULE													
TYPE	MANUFACTURER	MODEL	ELEMENT					ENCLOSURE			REMARKS		
			FIN SIZE/MATERIAL	TUBE DIA/MATERIAL	FINS/FT.	ROWS	BTU/HR./FT.	A.W.T. °F	HEIGHT IN.	WIDTH IN.			
FTR-A	RUNTAL	RF-8	-	-	-	2	1500/FT. EA.	170	23 EA.	2	2 PANELS HIGH		
FTR-B	RUNTAL	RF-10	-	-	-	1	1800	170	29	2	-		

DUPLEX BOILER FEED PUMP/RECEIVER SCHEDULE													
UNIT NO.	LOCATION	SERVING	MANUFACTURER	MODEL & SIZE	RECEIVER GALLONS	PUMPS			ELEC. DATA			REMARKS	
						GPM	PSIG	RPM	MOTOR HP	VOLTS	PH		
BFP-1	BOILER ROOM	STAGE AREA BOILER	DOMESTIC	61.5	23	6	10-15	1750	1/3	120	1	-	
-	-	-	-	-	-	-	-	-	-	-	-	-	

PROVIDE FACTORY MOUNTED CONTROL PANEL TO PROVIDE AUTOMATIC LEAD/LAG PUMP CONTROL

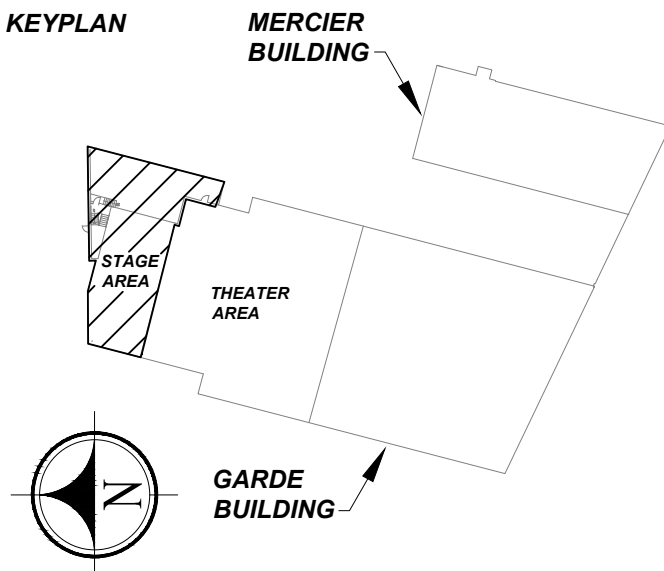
SHELL & TUBE HEAT EXCHANGER SCHEDULE (STEAM TO FLUID)																
UNIT NO.	LOCATION	SERVING	MANUFACTURER	MODEL & SIZE	HOT SIDE (SHELL)		COLD SIDE (TUBE)					MBH	TUBE LENGTH IN.	DIA. IN.	NO. PASSES	REMARKS
					STM PRESS. PSIG	#/HR	FLUID	E.F.T. °F	L.F.T. °F	GPM	F.P.D. FT.					
HX-1	BOILER ROOM	STAGE AREA	BELL & GOSSETT	SU-44-2	2	220	WATER	160	180	22	1.0	215	48	4	2	-

PUMP SCHEDULE																		
UNIT NO.	LOCATION	SERVING	MANUFACTURER	MODEL & SIZE	TYPE	GPM	HEAD FT.	FLUID	MAX RPM	PUMP EFF.	IMP. SIZE IN.	BHP	TRIPLE DUTY VALVE SIZE	CONTROL	ELEC. DATA			REMARKS
															MOTOR HP	VOLTS	PH	
P-1, 2	BOILER ROOM	STAGE AREA	BELL & GOSSETT	ECOCIRC XL 55-45	HI EFF IN-LINE	22	25	WATER	3491	42.6	-	-	-	ECM	1/2	-	-	-



PROJECT NAME:

GARDE ARTS CENTER
RENOVATIONS
GARDE BUILDING
STAGE AREA HEATING
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



05/02/2023

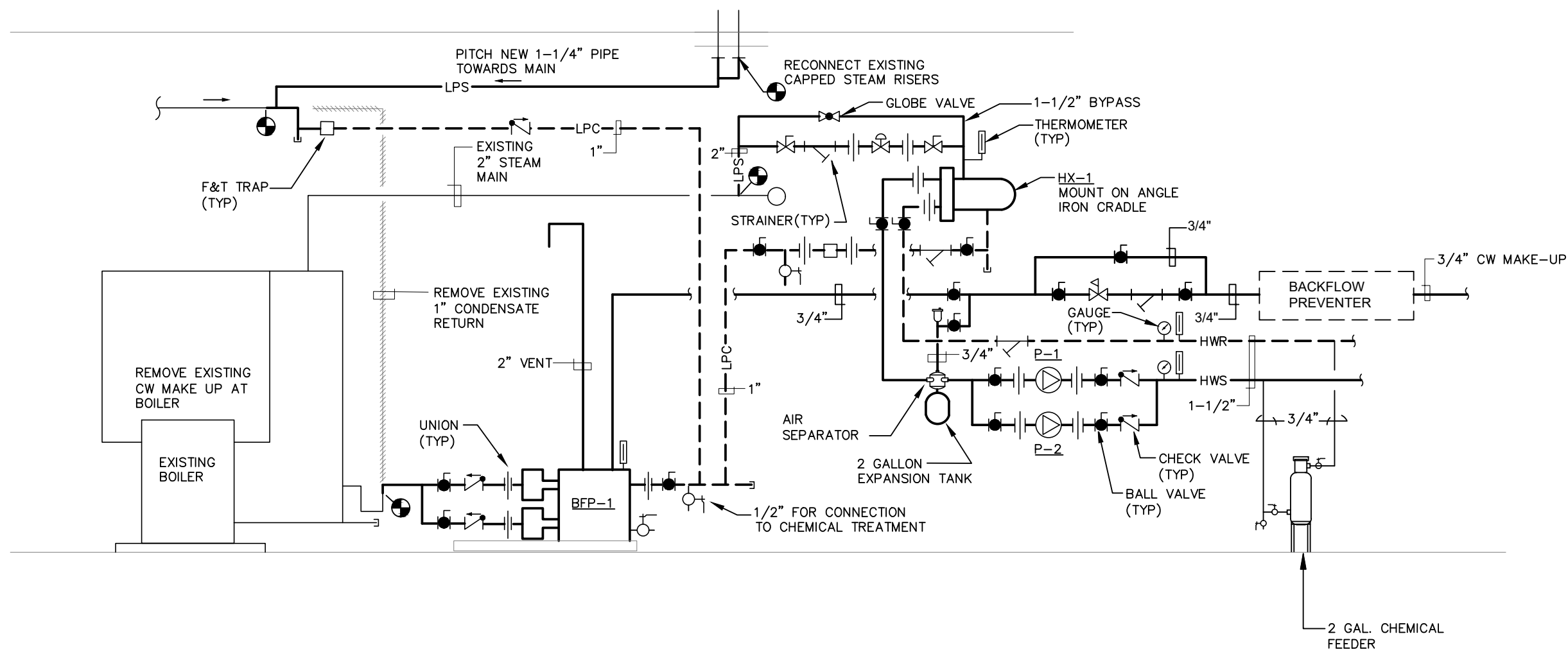
DRAWING TITLE:

MECHANICAL
SCHEDULES

DATE: 05/01/2023
DRAWN BY: KMN
CHECKED BY: AJD
SCALE: AS NOTED
PROJ #: 2022023.00

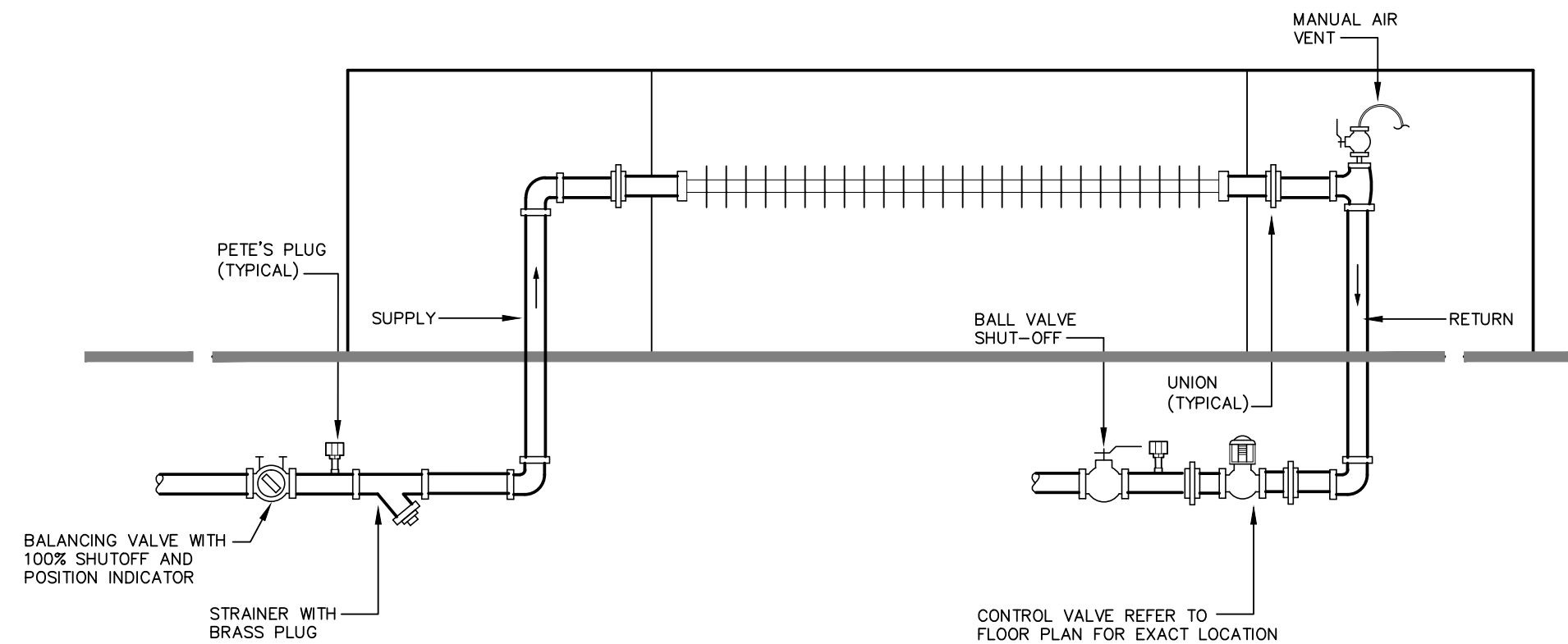
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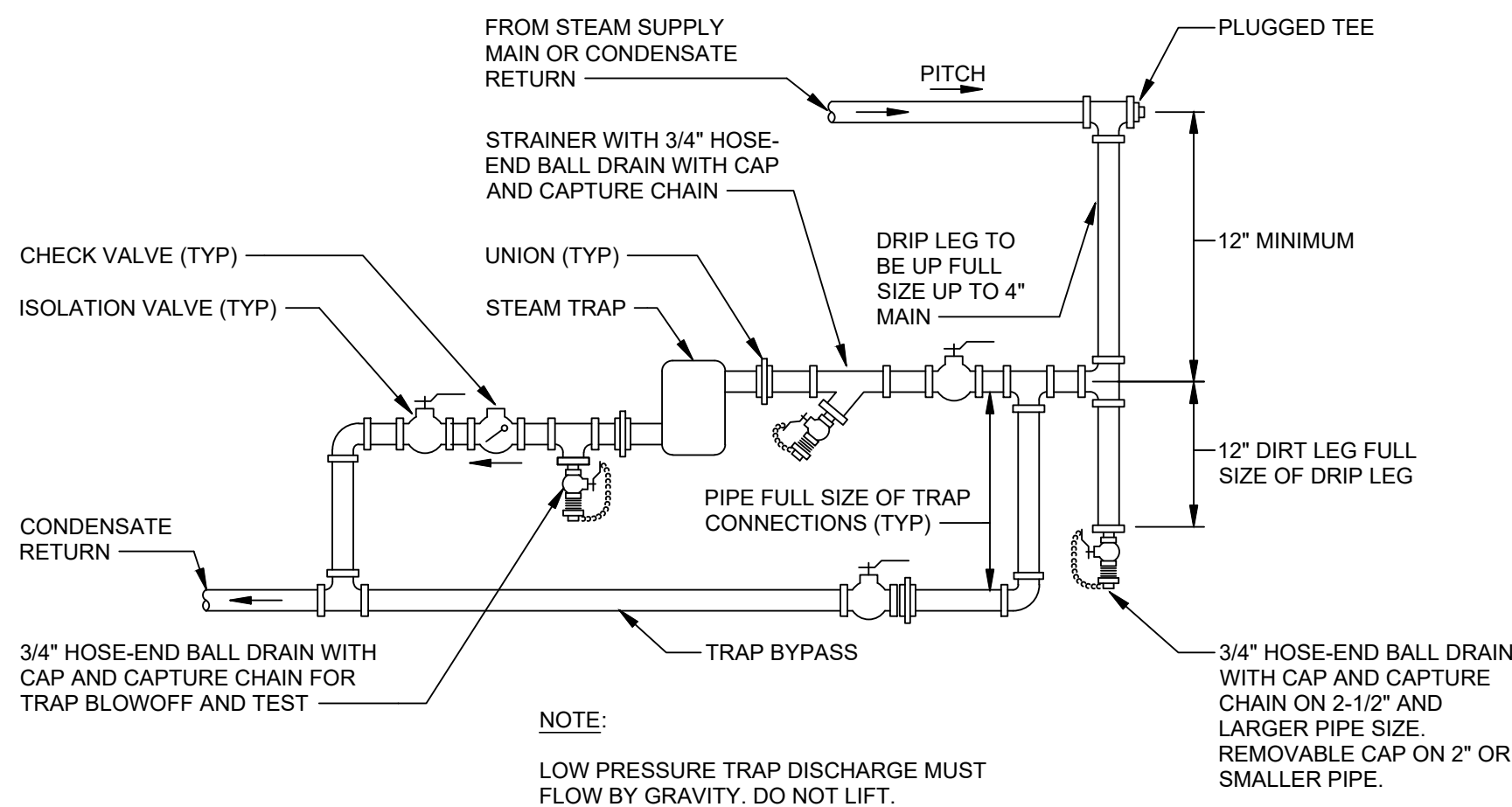
ONE-LINE PIPING DIAGRAM

Scale: N.T.S.



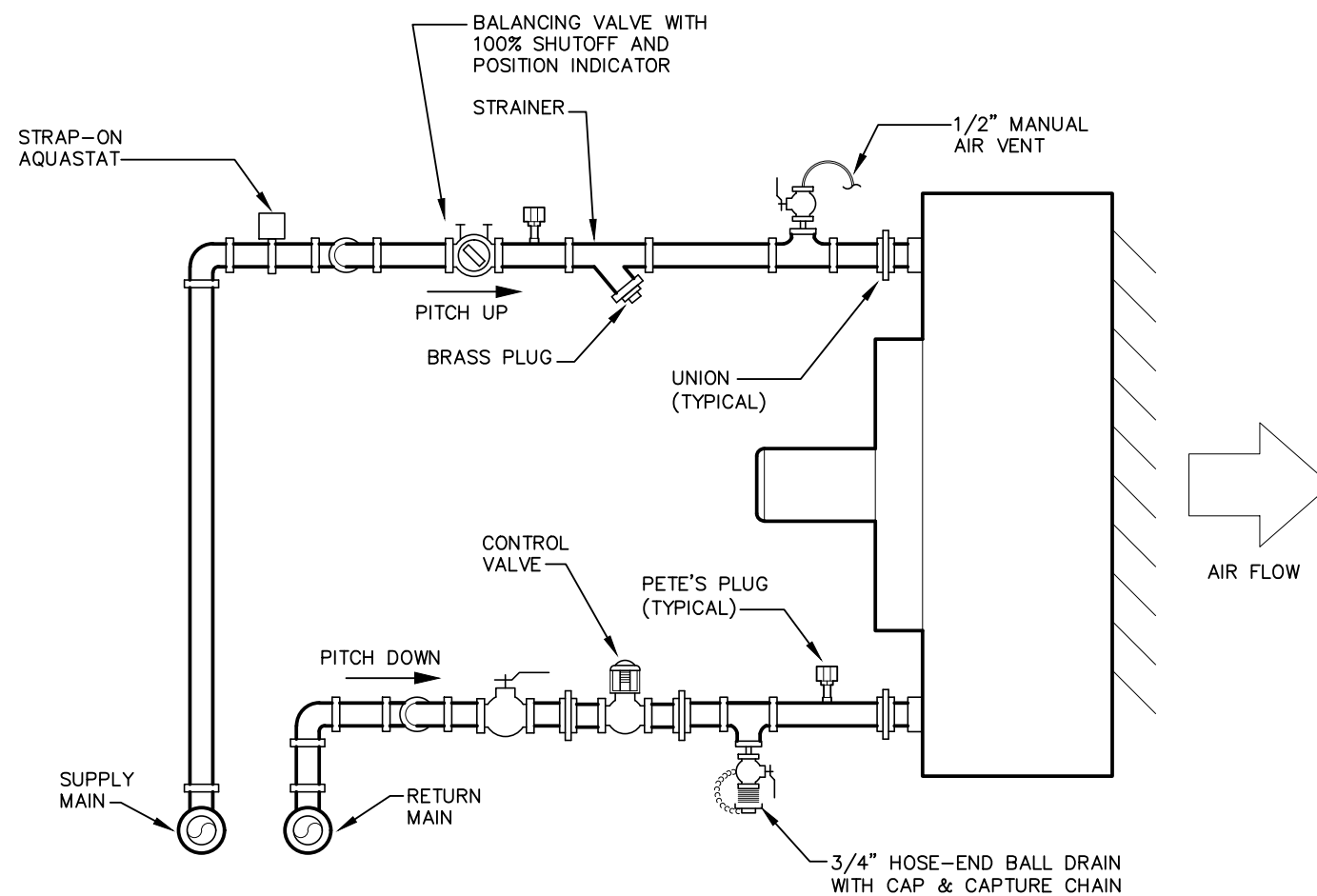
FINNED TUBE RADIATION PIPING (SINGLE ROW UPFEED)

Scale: N.T.S.



F & T TRAP PIPING

Scale: N.T.S.



HORIZONTAL HOT WATER HEATER PIPING CONNECTION DETAIL

Scale: N.T.S.

NOTE:
THE SAME PIPING CONFIGURATION APPLIES TO A
CABINET UNIT HEATER

LEGEND NOTE

THESE ARE THE GENERAL LEGENDS OF SYMBOLS AND ABBREVIATIONS, AND SHALL BE USED AS A REFERENCE TO DEFINE ITEMS INDICATED ON DRAWINGS. NOT ALL SYMBOLS OR ABBREVIATIONS DEFINED ARE NECESSARILY USED ON THIS PROJECT.

MECHANICAL PIPING SYSTEMS LEGEND

SYMBOL	DESCRIPTION
	AUTOMATIC CONTROL VALVE
	BALANCE VALVE
	BALL VALVE
	BUTTERFLY VALVE
	CHECK VALVE
	ISOLATION VALVE
	MULTI-PURPOSE VALVE (BALANCE, CHECK, SHUT-OFF)
	OUTSIDE SCREW & YOKE GATE VALVE (OS&Y)
	PRESSURE REDUCING VALVE
	PRESSURE RELIEF VALVE
	3-WAY CONTROL VALVE
	6-WAY CONTROL VALVE
	ELBOW, TURNED DOWN
	ELBOW, TURNED UP
	BRANCH OFF TOP OF MAIN
	BRANCH OFF BOTTOM OF MAIN
	PIPING TO BE REMOVED
	CONDENSATE DRAIN LINE
	CHILLED GLYCOL RETURN
	CHILLED GLYCOL SUPPLY
	CHILLED WATER RETURN
	CHILLED WATER SUPPLY
	CONDENSATE PUMP DISCHARGE
	CONDENSER GLYCOL RETURN
	CONDENSER GLYCOL SUPPLY
	CONDENSER WATER RETURN
	CONDENSER WATER SUPPLY
	DUAL TEMPERATURE WATER RETURN
	DUAL TEMPERATURE WATER SUPPLY
	FUEL OIL RETURN
	FUEL OIL SUPPLY
	HOT GLYCOL RETURN
	HOT GLYCOL SUPPLY
	HIGH PRESSURE CONDENSATE
	HIGH PRESSURE STEAM
	HEAT RECOVERY GLYCOL RETURN
	HEAT RECOVERY GLYCOL SUPPLY
	HEAT RECOVERY WATER RETURN
	HEAT RECOVERY WATER SUPPLY
	HOT WATER RETURN
	HOT WATER SUPPLY
	LOW PRESSURE CONDENSATE
	LOW PRESSURE STEAM
	MEDIUM TEMPERATURE CHILLED WATER RETURN
	MEDIUM TEMPERATURE CHILLED WATER SUPPLY
	MEDIUM PRESSURE CONDENSATE
	MEDIUM PRESSURE STEAM
	PRE-HEAT HOT WATER RETURN
	PRE-HEAT HOT WATER SUPPLY
	REFRIGERANT HOT GAS
	REFRIGERANT LIQUID
	REFRIGERANT SUCTION
	PIPE GUIDE
	PIPE ANCHOR
	AIR VENT (MANUAL OR AUTOMATIC)
	FINNED TUBE RADIATION
	FLOAT & THERMOSTATIC TRAP ASSEMBLY
	INVERTED BUCKET TRAP ASSEMBLY
	PRESSURE GAUGE
	PUMP
	STRAINER
	THERMOMETER
	UNION
	DEMOLITION WORK: POINT OF REMOVAL
	NEW WORK: POINT OF ATTACHMENT

VANZELM
ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

CT: 860.284.5064

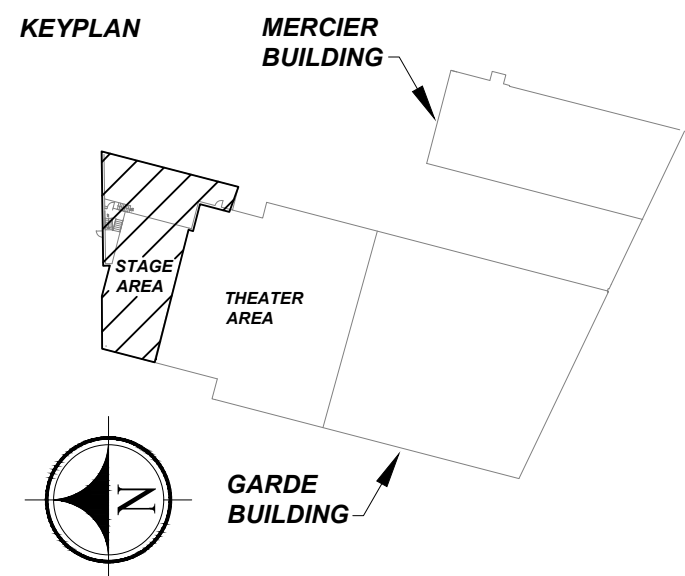
MA: 617.218.9976

10 TALCOTT NOTCH, FARMINGTON, CT 06032 - 1800
Connecticut | Massachusetts | North Carolina



PROJECT NAME:

**GARDE ARTS CENTER
RENOVATIONS**
**GARDE BUILDING
STAGE AREA HEATING**
NEW LONDON, CT



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



DRAWING TITLE:

**MECHANICAL
DETAILS**

DATE: 05/01/2023

DRAWN BY: KMN

CHECKED BY: AJD

SCALE: AS NOTED

PROJ #: 2022023.00

DRAWING NUMBER:

M-201

HVAC SPECIFICATION

PART 1 – GENERAL

1.1 GENERAL

- A. Architect's General Conditions are a part of this Division. All work shall be done in strict accordance with all applicable Codes and Regulations of local and State Agencies and utility companies. This Contractor shall bear the cost of all fees, permits, licenses and taxes and any utility company charges in connection with the work. All equipment installed shall be UL listed.
- B. AIA Document A201—current version, "General Conditions of the Contract for Construction" is hereby made part of these Specifications.
- C. Prime Contractor shall be the Mechanical Contractor who shall arrange and be responsible for all work in Contract Documents including any subcontracted work.

1.2 SCOPE

- A. Provide a complete HVAC system and all other equipment as shown on the Drawings and herein specified, including but not limited to: new stage hot water heating system with steam/hot water heat exchanger, hot water circulating pumps, boiler feed–water unit, hot water baseboard radiation, unit & cabinet unit heater, and associated temperature controls.
1. System shall be complete in all respects, tested, accepted and ready to operate.

1.3 SUBMITTALS

- A. Submit six (6) copies of manufacturer's drawings of the following to the Architect for approval: steam/hot water heat exchanger, circulating pumps, boiler feed–water unit, baseboard radiation, unit & cabinet unit heater, temperature controls.
1. Submit information on any other equipment to be used when requested by the Architect or the Engineer.

1.4 GUARANTEE

- A. Materials, equipment and workmanship shall have standard warranty against defects in material and workmanship. Any failure due to defective or improper material, equipment, workmanship or design shall be made good, forthwith, by and at the expense of the Contractor, including any damage done to areas, materials and other systems resulting from this failure. Guarantee period shall extend for one year from the Date of Acceptance.
- B. The HVAC Contractor shall provide a guarantee covering all material and workmanship for 1 year following the Date of Acceptance.

1.5 DEFINITION

- A. As used on Contract Documents, the term "to provide" shall mean "to furnish, install and connect completely in the specified or approved manner the item or material described."

1.6 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Upon completion of the project, the HVAC Contractor shall fully instruct the Owner in the operation, adjustment and maintenance of all equipment and systems furnished.
- B. The HVAC Contractor shall provide the Owner with three (3) sets of complete maintenance and operating instructions, and technical data, in booklet form, of all equipment and devices furnished in the Contract.

1.7 CONTRACTOR'S INSPECTION

- A. Contract Drawings are diagrammatic and do NOT show every required fittings, etc.. The Contractor shall familiarize himself with the existing site conditions, prior to submitting a bid, and shall include all equipment and accessories necessary for complete and operational systems.
- B. The HVAC Contractor shall examine the Architectural Drawings and the drawings and specifications of other trades to determine the extent of work. The HVAC Contractor shall visit the site and become familiar with the project and local conditions before submitting a Bid. Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. If so directed by the Architect or Engineer, the HVAC Contractor shall, without extra charge, make reasonable modifications in the layout to prevent conflict with those of other trades and for proper installation of work. Refer to the Architect's Reflected Ceiling Plan for exact location of air diffusers, registers and grilles. The Contractor shall coordinate locations of equipment with all trades before starting construction. Any modifications to the equipment layout required for installation shall be performed at no additional cost to the Owner.

1.8 ARRANGEMENT OF WORK

- A. Work shall be coordinated between trades to prevent unnecessary interference. Work shall present a neat coordinated appearance. Install work as necessary to provide maximum possible headroom, adequate clearance and ready access for inspection, operation, safe maintenance and repair, and Code conformance. Where space appears inadequate, consult the Owner before proceeding with installation.

1.9 INSURANCE

- A. Furnish insurance certificates required by the Owner.

1.10 PERMITS, LAWS, ORDINANCES, CODES AND STANDARDS

- A. Obtain and pay for permits, inspections, licenses and certificates required. Work of this Contract shall meet current accepted editions of the State Building Code, State Fire Safety Code and other laws, rules and regulations of local, State and Federal authorities including, but not limited to: National Fire Protection Association #13; National Fire Protection Association #90A; National Fire Protection Association #90B; National Fire Protection Association #99; National Fire Protection Association #99B; National Fire Protection Association #70 (National Electrical Code); and local utility company requirements. Pay utility company backcharges. Equipment, materials and components listed UL Product Directories, shall bear UL labels.

1.11 FILTERS AND STRAINERS

- A. Any equipment which operates with filters or strainers shall have filters and strainers installed at all times.

1.12 WORK BY OTHERS

- A. The HVAC Contractor shall install all motors provided under the HVAC Contract ready for wiring by the Electrical Contractor and shall furnish and deliver to the Electrical Contractor wiring diagrams for all motor starters for installation and wiring. The HVAC Contractor shall furnish motor starters, relays and all temperature control equipment to the Electrical Contractor for installation and wiring. The General Contractor shall perform all excavation, backfill, chases, openings, cutting, patching and finish work.

1.13 FIELD MEASUREMENTS

- A. The HVAC Contractor shall verify in the field all measurements necessary for the work. Verify thermostat locations with the Owner before installation.
- B. The HVAC Contractor shall coordinate supply and return ductwork locations with structure, conduits and piping of other trades.

1.14 WORKMANSHIP

- A. Equipment and materials shall be new, of first quality, selected and arranged to fit properly into spaces indicated. Install equipment and materials in accordance with manufacturer's recommendations.

1.15 COORDINATION WITH OWNER

- A. All work shall be scheduled with the Owner. Interruptions in the Owner's access to the site shall be subject to Owner limitations of date and duration.

1.16 OPERATION OF SERVICES AND UTILITIES

- A. Shutdown of existing services and utilities shall, without exception, be coordinated with the proper utility and with the Owner as to date, time of day, and duration before any service is interrupted. Notify the Owner of estimated duration of shutdown period at least ten days in advance of proposed shutdown.

1.17 PROTECTION

- A. Close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material or damaging water. Protect existing property, equipment and finishes from damage. Repair, to original condition, existing property that has been damaged during execution of the work.

1.18 CLEANING

- A. Work site must be kept clean. Rubbish, debris and leftover or excess materials shall be removed daily.

1.19 LUBRICATION

- A. No equipment shall be operated for temporary service or testing without proper lubrication. Items requiring lubrication shall be left freshly and fully lubricated at time of substantial completion. Furnish Owner with one (1) complete new set of any special lubrication devices required for servicing, e.g., grease guns, fittings and adapters.

1.20 PAINTING

- A. Mechanical and electrical equipment and materials shall have prime coat and standard manufacturer's finish. Painting of finished surfaces (excluding ceilings) shall be one coat primer and two coats vinyl base semi-gloss paint. Painting of ceiling shall be one coat primer and two coats flat white paint. Primer shall be omitted on repainting of existing surfaces.

1.21 CUTTING AND PATCHING

- A. Areas disturbed by new construction or demolition shall be patched and repaired to match existing conditions. Patch painting of ceilings shall include painting of entire ceiling of room involved. Patch painting of other surfaces shall be to nearest cut–off point.

1.22 WATERPROOFING

- A. Provide necessary sleeves, caulking and flashing required to make openings waterproof.

1.23 FIREPROOFING

- A. At closing of each working day, provide temporary firestopping in every opening cut between floors and through fire-rated partitions. Permanent firestops shall be provided around sleeves and at other permanent openings through fire-rated partitions and floors, as required. Materials used for fire stopping shall be Class A "Noncombustible" with firestopping capabilities equal to that of adjacent construction.

1.24 BASES AND SUPPORTS

- A. Provide necessary supports, pads, bases and piers required. Equipment shall be securely attached to building structure in acceptable manner. Attachments shall be of strong and durable nature, as determined by the Owner.

1.25 ACCESS

- A. Provide adequately sized access doors, for access to concealed equipment and components requiring servicing or inspection. Doors shall have fire ratings equal to construction in which they are located.

1.26 TESTS

- A. Perform tests required by the Owner, legal authorities and agencies. Each piece of equipment, including motors and controls, shall be operated continuously for minimum one–hour test. Correct all defects appearing during tests, and repeat tests until no defects are disclosed. Final tests shall be made in the Owner's presence.

1.27 SEISMIC REQUIREMENTS

- A. Submit six (6) copies of a final inspection report which includes: Sealed certification by a Structural Engineer with P.E. registration in the state in which the project is located.
1. Engineer has reviewed the project.
2. Engineer has approved the use of the devices for the particular applications.
3. The devices satisfy Specification – and Code – mandated seismic criteria.
- B. Application of Seismic Restraint Requirements is governed by the 2005 State of Connecticut Building Code with reference to A.S.C.E. 7–05, Section 9.6. Refer to Architects code sheet for the seismic design category for this project.
- C. Seismic restraint for all trades shall be provided as required, based on the building seismic design category and material importance factors. Refer to individual trade sections for additional requirements.

1.28 INSTRUCTION TRAINING

- A. Competent technicians shall provide two hours of instruction to Owner's personnel. Instructions shall include, but are NOT limited to, following:
1. Familiarization with HVAC Control System, hardware and operation procedures.
2. Familiarization with Management System Hardware.
3. Use of management system.
4. Modifications of software packages.
5. Trouble–shooting and service procedures.

PART 2 – PRODUCTS

2.1 MATERIALS AND METHODS

A. Piping:

1. Low pressure steam, hydronic heating piping 2–1/2 inches and larger shall be Schedule 40 black steel with welded or flanged fittings. Piping two (2") inches and smaller shall be Schedule 40 black steel with Class 125 cast iron screwed fittings.
2. Hot water heating piping may be Type "L" copper with 95/5 (lead free) soldered fittings. Provide proper dielectric fittings where copper piping connects to steel piping.
3. Steam condensate piping shall be Schedule 80 black steel with welded, flanged or screwed cast iron fittings.
4. Water system piping shall be run level. Take–offs shall be made from the bottom of the main or at 45 degrees from the bottom of the main. Provide drain valves at all low points; manual air vents at all high points. Use eccentric reducers on horizontal lines, flush to top of the pipe.
5. Provide unions and shut–off valves at all equipment, coils, etc.
6. All piping shall be supported in a manner to prevent vibration or sagging. In no case shall the hanger spacing exceed the distances listed in the current accepted edition of the International Mechanical Code.
7. Refrigerant piping shall be Type L refrigerant service copper. 3/4" outside dimensions or smaller may be soft drawn meeting ASTM B5280. Larger sizes shall be hard drawn meeting ASTM B88.62 ACR. Fitting shall be wrought or forged copper solder pattern for hard drawn tube meeting ANSI B16.26.SAC. Joints on all lines shall be brazed with 45% silver brazing alloy.

B. Valves:

1. Gate (2–1/2" and smaller): Nibco #T–111, Stockham #100.
2. Gate (3" and larger): Nibco #F–617–0, Stockham #G–623.
3. Globe: Nibco #T–235, Stockham #B–22.
4. Check (for base–mounted pump discharge): Milwaukee #1400, Nibco #W–960, Stockham #WG–970.
5. Check (2" and smaller): Nibco #T–433–Y, Hammond #B946.
6. Check (2–1/2" and larger): Nibco #F91 8, Hammond #R1124.
7. Ball Valves: Apollo #70–100, Jamesbury #A11TT.
8. Butterfly: Stockham #LD–711, Keystone #AR–2.
9. Balancing: Armstrong CBV or Bell & Gossett "Circuit Setter".
10. Hose Bibb Drain: Nibco #74, Central Brass #548.

C. Insulation Systems:

1. Piping systems shall be insulated in accordance with the following schedule (all conforming to ASHRAE Standard 90.1):
- a. Steam Piping:
- 1) 3/4" through 2" pipe: 1–1/2" fiberglass
- 2) 2–1/2" through 6" pipe: 2" fiberglass
- b. Low Pressure Condensate Piping:
- 1) 3/4" through 2" pipe: 1" fiberglass
- 2) 2–1/2" through 4" pipe: 1–1/2" fiberglass
- c. Steam Vent Piping Indoors: All sizes – 1" fiberglass
- d. Hot Water Systems (including secondary water systems):
- 1) 1/2" through 4" pipe: 1" fiberglass
- 2) 5" through 8" pipe: 1–1/2" fiberglass
- 3) In concealed areas not within return air plenums: 3/4" thick expanded rubber insulation may be used on lines up to 2" diameter.
- e. All indoor fiberglass piping insulation shall have all service jacket and zestan covers on all fittings, valves, etc.
- f. Piping exposed outdoors:
- 1) All sizes: 3" thick expanded cellular glass or 1–1/2" thick urethane foam pipe insulation. Provide watertight aluminum jacket with fitting and valve covers.
- g. Insulate refrigeration piping with glass fiber insulation with minimum density of 3–1/2 pcf and maximum K value of 0.25 @ 75 degree F: Manville "Micro–lok", Owens–Corning "Pipe Insulation SSL–2", Knaflex "Pipe Insulation", or equal. 1" and smaller – 1" thickness; 1–1/4" and larger – 1–1/2" thickness; Type FG.
- h. Piping insulation shall run continuous through pipe hangers. Protect insulation with 12" long sheet metal insulation protection saddles. Under saddles of piping 1–1/2" or larger, substitute rigid/calculum silicate insulation inserts for the specified insulation and of the same thickness as the specified insulation.
- i. Maintain the integrity of all piping vapor barriers. Should condensation develop on any pipe, fitting, etc., the Contractor shall correct the vapor barrier break and replace any insulation damaged by moisture.

2.2 MOTOR REQUIREMENTS FOR MECHANICAL EQUIPMENT

- A. Motors Used with Reduced–Voltage and Multispeed Controllers: Match wiring connection requirements for controller with required motor leads. Provide terminals in motor terminal box, suited to control method.
- B. Motors Used with Variable Frequency Controllers: Ratings, characteristics, and features coordinated with and approved by controller manufacturer.
1. Windings: Copper magnet wire with moisture–resistant insulation varnish, designed and tested to resist transient spikes, high frequencies, and short time rise pulses produced by pulse–width modulated inverters.
2. Energy– and Premium–Efficient Motors: Class B temperature rise; Class F insulation.
3. Inverter–Duty Motors: Class F temperature rise; Class H insulation.
4. Thermal Protection: Comply with NEMA MG 1 requirements for thermally protected motors.
5. Motors shall have a shaft grounding brush to prevent bearing failure from presence of voltage on the shaft.
- C. Severe–Duty Motors: Comply with IEEE 841, with 1.15 minimum service factor.

2.3 AUTOMATIC TEMPERATURE CONTROLS

- A. New automatic temperature controls shall be an extension to the existing ESC Building Automation System (BAS).
- B. Sequence of Operation.

1. Hot Water Pumps
- a. Lead hot water pump shall be started automatically if outside air falls below 60 deg. F (adj.). Lead pump shall rotate on a regular basis to maintain eqqual run time.
- b. If lead pump fails to start, lag pump shall start and an alarm shall be sent to the BAS operator workstation.
2. Steam/Hot Water Heat Exchanger
- a. Steam control valve shall modulate to maintain hot water supply temperature setpoint.
3. Baseboard Radiation
- a. Hot water control valve shall open/close to maintain space temperature setpoint.
4. Unit Heater
- a. Hot water control valve shall modulate to maintain space temperature setpoint. Local on/off switch shall start/stop fan subject to hot water temperature setpoint as proven by strap–on aquastat.
5. Cabinet Unit Heater
- a. Hot water control valve shall modulate open and fan shall be energized, subject to hot water setpoint as proven by strap–on aquastat, if space temperature falls below setpoint.
6. Boiler Feed Unit
- a. Provide an alarm signal from the unit control panel to the BAS operator workstation if lead pump fails to start.

PART 3 – EXECUTION

3.1 FIRE STOPS

- A. All penetrations through fire rated walls, ceilings or floors in which pipes or ducts pass shall be sealed with a UL approved fire–stop fitting classified for an hourly rating equal to the rating of the wall, ceiling or floor.

3.2 REMOVAL, RELOCATION AND/OR ABANDONMENT

- A. Certain items of existing equipment and piping or ductwork may be indicated for removal, relocation or abandonment. Items noted for removal shall be disconnected and turned over to the Owner or disposed of by the Contractor if the Owner so requests. Items noted for relocation are intended for reuse in another location as designated on the Drawings. It shall be the responsibility of the Contractor to remove the material from its present location, store the material in a safe place and reinstall the material in its new location. Questions regarding the suitability of the material or equipment shall be brought to the attention of the Architect/Engineer in writing. Abandonment shall be defined as abandoning in place any item so designated and shall include proper piping or ductwork termination within any occupied or open area. All abandoned pipes and ducts shall be disconnected and capped at their mains. All abandoned pipes shall be capped.

3.3 PIPE PRESSURE TESTING

- A. Piping systems shall be pressure tested as indicated below for each system. All piping shall be tested before it is covered, concealed or made otherwise inaccessible.
- B. Leaks found during pressure tests shall be corrected by remaking the joint, tightening or other suitable method. The Contractor shall not add any "stop–leak" type compounds to the piping system.
- C. Any system requiring leak repair shall be retested in the same manner as the original test.
- D. The Contractor shall furnish all booster pumps, compressors, hoses and equipment required to perform all pressure tests.

3.4 CLEANING AND FLUSHING STEAM AND CONDENSATE SYSTEMS

- A. All piping systems shall be thoroughly cleaned before placing in operation to rid the system of dirt, piping compound, mill scale, oil and any and all other material foreign to the water being circulated. This applies equally and especially to systems where phases or portions of the systems are operated during construction.
- B. After each system or portion of a system is complete, the Contractor shall add trisodium phosphate in an aqueous solution to the system at the proportion of one pound per 50 gallons of water in the system. After system is filled with this solution, the system shall be brought up to temperature and allowed to circulate for 20 hours. The system shall then be drained completely and refilled with fresh water. The Engineer shall be given notice of this cleaning operation and will be present to observe the cleaning operation and if the Engineer's representative deems it necessary, the cleaning operation shall be repeated.
- C. After each system has been completely cleaned as specified herein, it shall be tested by litmus paper or other dependable method and shall be left on the slightly alkaline side (pH – 7.5 +/-). If the system is found to be still on the acid side, the cleaning by the use of trisodium phosphate shall be repeated.
- D. The Contractor shall not add any water treatment chemicals or compounds to balance pH to the specified value.

3.5 BALANCING WATER SYSTEMS

- A. This contract is for all labor, materials and equipment required for the air and water systems.
- B. Water systems to be balanced include new stage hot water heating system.
- C. Upon completion of all tests and balancing operations, the Contractor shall submit five (5) copies of the certified Balancing Report to the General Contractor. This report shall include all data for each of the air and water systems.
- D. Balancing of systems shall be followed up after building is occupied; any rebalancing shall be done as required to meet occupant's requirements without extra charge.

3.6 START UP AND ADJUSTMENT

- A. Startup of equipment shall be performed according to manufacturer's recommendations. Startup and adjustment shall include services required to check out, test and balance devices to ensure proper sequencing of operation, prior to instruction of the Owner's maintenance personnel.
- B. Prior to startup, equipment shall be checked for physical damage, loose connections, loose parts, leaks and other defects and defects shall be corrected.

END OF SECTION



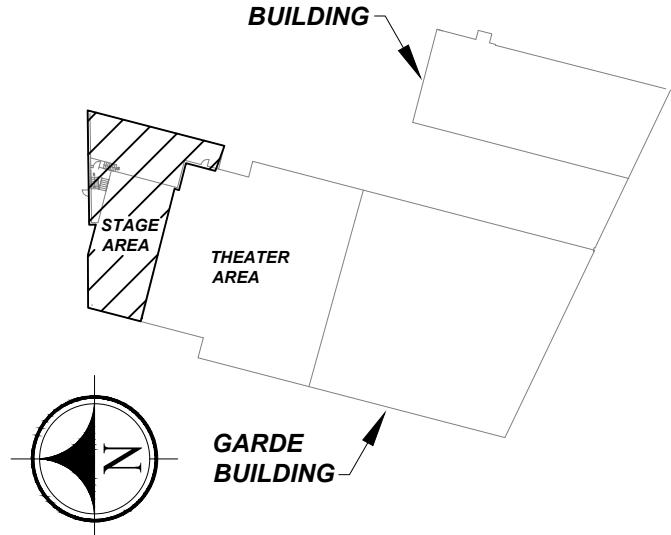
CT: 860.284.5064 MA: 617.218.9976
10 TALCOTT NOTCH, FARMINGTON, CT 06032 - 1800
Connecticut | Massachusetts | North Carolina



PROJECT NAME:

GARDE ARTS CENTER
RENOVATIONS
GARDE BUILDING
STAGE AREA HEATING
NEW LONDON, CT

KEYPLAN



REVISIONS		
REV. NO.	DATE	DESCRIPTION
	05/01/2023	ISSUED FOR BID



05/02/2023

DRAWING TITLE:

MECHANICAL
SPECIFICATION

DRAWING NUMBER:	
DATE:	05/01/2023
DRAWN BY:	KMN
CHECKED BY:	AJD
SCALE:	NO SCALE
PROJ#:	2022203.00

M-300



Proposal No.: 2023-11 CONL

Title: Stage Area Heating System Renovations at the Garde Arts Center

Opening Date and Time: March XX, 2023 @ 2:00 P.M.

Please utilize this checklist to ensure all required documents are included in your proposal. Failure to submit all required documentation will invalidate proposal.

Documents should be prepared in the following order:

- ☐ Bid proposal form
- ☐ Bid Bond
- ☐ CHRO Notification to Bidders- failure to submit this form will deem proposal unresponsive.
- ☐ Non-Collusion Affidavit Prime Bidder
- ☐ Non-Collusion Affidavit of Subcontractor (if applicable)
- ☐ Affirmative Action Policy Statement
- ☐ Equal Employment Opportunity C
- ☐ Certification Certification of Non-Segregated Facilities
- ☐ Statement of Bidder's Qualifications
- ☐ Vendor Registration form
- ☐ W-9

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
 County of _____) ss.

_____, being first duly sworn,
 deposes and say that:

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

 (Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR (mark N/A if not applicable)

State of _____,

) ss.

County of _____,

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

YOU MUST COMPLETE AND RETURN THIS FORM

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)

County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____

_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

_____ (Notary Public)

My Commission expires _____

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes () No () If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes () No () Not Required ()

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

YOU MUST COMPLETE AND RETURN THIS FORM

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

YOU MUST COMPLETE AND RETURN THIS FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, and _____
 a corporation duly organized under the laws of the State of _____ as Surety are held and firmly
 bound unto the **City of New London, 181 State Street, New London, CT 06320**, hereinafter called the "Owner" in the
 sum of _____ Dollars (\$ _____), for the payment of which sum
 well and truly to be made, the said Principal and Surety, bind ourselves, our heirs, executors, administrators, successors,
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated _____ to

NOW THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the
 Owner in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or
 Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
 payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
 such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the
 penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith
 contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
 to remain in full force and effect.

Signed and sealed this _____ day of _____ 2023.

(Principal) (Seal)_____
(Title)_____
(Witness)_____
(Surety) (Seal)_____
(Title)_____
(Witness)

Attorney-in-Fact, State of _____, Power-of-Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, of the Corporation named as Principal in the within bond; that _____
_____ who signed the said bond on behalf of the Principal was then the _____
_____ of said corporation; that I know his signature, and his signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing
body.

Affix
Corporate
Seal

Title _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal

(hereinafter called Principal) and _____
as Surety, (hereinafter called Surety) are held and firmly bound unto _____
as Obligee (hereinafter called Owner), for the use and
benefit of claimants as hereinbelow defined;
in the amount of _____ Dollars (\$
_____) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a Contract with the
owner for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

_____ By _____

(Corporate Principal)

(Business Address)

Affix
Corporate
Seal

Attest:

_____ By _____

(Corporate Surety)

(Business Address)

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto _____ as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated _____ entered into a Contract with Owner for _____

_____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

YOU MUST COMPLETE AND RETURN THIS FORM

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

Attest:

(Corporate Principal)

(Business Address)

By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

By

Affix
Corporate
Seal

Countersigned
by _____

Attorney-in-Fact, State of _____, Power-of- Attorney for person signing for
Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, of the Corporation named as Principal in the within bond; that _____
_____ who signed the said bond on behalf of the Principal was then the _____
_____ of said corporation; that I know his signature, and his signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing
body.

Affix
Corporate
Seal

Title _____

YOU MUST COMPLETE AND RETURN THIS FORM



City of New London
Finance Department
13 Masonic Street,
New London, CT 06320
www.newlondonct.org

ATTACHMENT B

2023-11 CONL: Stage Area Heating GAC

Vendor Registration Form

Please type or print your responses to the applicable items below. Your responses will assist in assuring that checks for payment are correctly issued.
Return form and a completed W-9 to jmontague@newlondonct.org or address listed to left.

1. Company Name Invoices must be submitted using the name in 1b	a. Corporate Name:		b. Issue Checks to: (pay to the order of)	
	Street / P.O. Box		Email	
2. Mailing Address Purchase Orders will be sent to this address	City		State	
			Zip + 4	
3. Contact Person Contact for quotes, etc.	Contact Person		Title	
	Telephone #	Fax	Toll Free	Cell Phone
4. Contact Information Internet & Telephone	E-Mail Address		Website Home Page	
5. Payment Address Where to send payments see section 1b above	Street Address			
	City		State	
6. Corporate Headquarters If different from above address, see section 1a above	Street / P.O. Box			
	City		State	
7. IRS required information: Only one is required	Federal Employer Identification Number		Social Security Number	
	The purpose of collecting the FEIN/SSN is to comply with IRS regulations to file 1099 forms.			
8. Type of Business:	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership			
9. State of CT Approved Vendor	If your company is on the current State of Connecticut contract list please enter your contract number:			
10. Does your company accept purchase orders to provide goods and/or services? <input type="checkbox"/> Y <input type="checkbox"/> N				
11. Is your company able to provide the goods and/or services prior to receiving check payment? <input type="checkbox"/> Y <input type="checkbox"/> N				
12. Is your company a sole source provider? (If yes, please attach sole source provider letter.) <input type="checkbox"/> Y <input type="checkbox"/> N				
13. Check which all that apply (if applicable): <input type="checkbox"/> Locally-owned Business <input type="checkbox"/> Sustainable / Eco-friendly <input type="checkbox"/> Minority-owned <input type="checkbox"/> Women-owned <input type="checkbox"/> Alternative Corp. Structure				
14. Please provide a brief description of goods/services provided:				
I agree that I will not provide goods and/or services prior to the receipt of a Purchase Order provided by the City of New London. Please note: orders and/or purchases without a valid Purchase Order are not authorized by the City of New London therefore, invoices for such orders/purchases may not be paid.				
Agreed By: _____ Printed Name _____ Signature _____ Title _____				

Updated 09/27/2021

YOU MUST COMPLETE AND RETURN THIS FORM

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

DRAFT AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Garde Arts Center, Inc.
325 State Street
New London, CT 06320
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Garde Theater Stage Heating Renovation

Mechanical and Electrical Turn-Key Contracting Services for the GAC Stage Area Heating System Renovations as detailed within van Zelm Engineers most current Drawings and Specifications issued for construction. The mechanical and electrical renovations shall include both demolition, and new construction services as detailed within design documents, to include major tasks as follows:

- Demolition of ground and first floor steam and condensate piping, cast iron radiators, gas-fired cabinet unit heater, removal of existing ductless split for relocation, and patching of wall openings. Demolition shall include mechanical, electrical, and general construction tasks.
- Installation of new steam supply/condensate and hot water piping to existing steam radiation, new hot water unit heaters, cabinet unit heater and finned tube radiation.
- Relocate existing ductless split system with new refrigerant piping, electrical, and testing/start-up.
- Provide and install new steam-to-hot water shell & tube heat exchanger (HX-1), and hot water pumps (P-1 & P-2), inclusive of mechanical and electrical services.
- Provide and install new duplex boiler feed pumps/receiver, inclusive of mechanical and electrical services.
- Provide testing, adjusting, and balancing of hydronic system and components.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- Provide and install new electronic DDC control system compatible, and an extension of the existing system.
- Thoroughly train GAC personnel on the implementation, new systems, and DDC controls provided under this project.
- Provide Commissioning Authority assistance with commissioning testing and verification tasks.

<< >>

<< >>

<< >>

The Architect:

(Name, legal status, address and other information)

<< >><< >>

<< >>

<< >>

<< >>

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: September 30, 2023

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[« »] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
------	-------

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

<< >>

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

<< >>

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

<< >>

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the << >> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the << >> day of the << >> month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than << >> (<< >>) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

<< >>

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 5 DISPUTE RESOLUTION**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 21.6 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

« »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

☐ Exhibit A, Determination of the Cost of the Work.

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

« »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent

with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER**§ 8.1 Information and Services Required of the Owner**

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a

Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information

provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents,

and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner’s acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor’s first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the

Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall

commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS**§ 17.1 Contractor's Insurance**

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS**§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Steve Sigel
Executive Director
Garde Arts Center
325 State Street
New London, CT 06320
sigel@gardearts.org
(860)857-6554

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT**§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause**§ 20.2.1 The Owner may terminate the Contract if the Contractor**

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

« »

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

(A) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability 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; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasipublic agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a REV. 20220808 minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter. This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Steve Sigel, Executive Director, Garde Arts Center
(Printed name and title)

CONTRACTOR *(Signature)*

« »
(Printed name and title)

THE CITY OF NEW LONDON

The Purchasing Agent for the City of New London, CT will receive the following sealed Request for Proposals on behalf of The Garde Arts Center:

Proposal No. 2023-11 CONL: Stage Area Heating System Renovations at the Garde Arts Center. The due date and time for the proposals is June 15, 2023 at 2:00 PM.

Copies of the RFP documents may be downloaded from the following websites:

City of New London - <http://newlondonct.org/content/7429/7431/7445/8764.aspx>
State of Connecticut -CTSource <https://portal.ct.gov/DAS/CTSource/CTSource>

The City reserves the right to reject any and all bids, to waive minor irregularities in the bidding and to award the contract to other than the low bidder if deemed in the best interest of the City of New London.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

Joshua Montague; Accounting Purchasing Agent

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