

**TOWN OF SHERMAN
BOARD OF EDUCATION**

**Sherman School
2 RT. 37 East
Sherman, CT 06784
(860) 355-3793 FAX (860) 355-9023**

REQUEST FOR BIDS

AIR CONDITION OF PORTIONS OF SHERMAN SCHOOL

The Town of Sherman BOE, Office of the Superintendent is accepting bids proposals for the installation of new equipment, controls and modifying existing ventilating equipment in the Multi-Purpose room of the school in order to provide cooling to this room.

The bidder will be responsible to providing all labor and materials in order to modify the existing HVAC system and have a completely operable HVAC system that will provide cooling to the multipurpose room area. The contractor will have to take into consideration and be sensitive to the fact that this work will be done while the school is in operation. The contractor must schedule all work with the BOE. Safety and protection of the student population and staff is of the utmost priority to the BOE. No overhead crane work will be allowed during school hours.

Sealed bids must be submitted no later than 10:00 a.m. on September 22, 2017. Reference “SHERMAN SCHOOL AIR CONDITIONING PROJECT”, on envelopes while submitting the proposal. Proposals must be received by the Superintendent’s office at the above noted address by the specified time. Any proposal received after that time will be returned to the bidder. Bidders are encouraged to set up an appointment with the School to view the project site and take any measurements as may be necessary to submit a complete bid.

All bidders are required to submit a qualifying statement consisting of, their experience, and their organization structure and capacity to perform the work described in this bid.

If it becomes necessary to revise any part of this bid or otherwise provide additional information, an addendum will be issued by the BOE and published on the Town of Sherman website www.townofshermanct.org under “Quick Links”, “Request for Bids” **It is the sole responsibility of the Proposers to consult with the Office of the Superintendent or check the website prior to submittal of their final Proposals for any addendums to this RFP.** Failure to acknowledge receipt of addendums in accordance with the instructions contained in this Request may result in the bid not being considered.

- A. General Information** The Town of Sherman BOE plans on modifying the existing HVAC system that currently provides ventilation and heat to the multipurpose room of the school and add cooling to the system. The project goal, as illustrated in the design documents, is to provide fully operable and controlled cooling to this area via existing HVAC, in the most efficient and least disruptive way as possible. Power and control requirements are also provided in the design drawings. The facility does have sufficient power, in close proximity, to accommodate the new cooling load.
- B. Available information** The Project Engineer has prepared design drawings which will be considered contract drawings for the project and they show existing conditions that the contractor needs to consider in performing their work. No environmental hazards should be present since the building was constructed in 2000 – 2001 but contractor should always be aware of his work environment and perform all due diligence to ensure the safety of his employees and school occupants.
- C. Material Specifications All materials and workmanship shall be in accordance with:** All work must meet or exceed the minimum requirements as specified in the design drawings and industry controlling standards of performance.

See design drawings and specifications.

D. Construction Specifications

See design drawings and specifications.

E. Submittals: The contractor is expected to provide two copies of material submittals/product data and shop drawings for all items making up the construction of the work in order to determine compliance with these documents and as required by the Design Engineer. Both copies of submittals/product data and shop drawings will be forwarded to the Design Engineer for review and approval one copy of the approved documents will then be forwarded to The Town Engineer for his Final approval. No materials shall be purchased or fabricated prior to the final approval as stipulated above.

F. Completion Date: The contractor has 30 calendar days to fully complete the project upon the Town issuing a notice to proceed.

G. Warranty: The following minimum warranties shall be provided for the work performed starting from the completed acceptance date of the project date that allows full uninterrupted use of the new system by the Town of Sherman.

1. 2-year warranty on work modifications to the system that provides cooling and associated controls.
2. During the two-year warranty contractor must provide routine maintenance of the system.

H. Additional Information

The Town of Sherman is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring.

Minority/Woman's Business Enterprises are encouraged to apply.

The Town of Sherman is committed to complying with the Americans with Disabilities Act (ADA).

All Bidders must comply with State of CT and Town of Sherman Contract Compliance Regulations, Town of Sherman's bonding and insurance requirements and execute a Hold Harmless Agreement.

The successful bidder is expected to execute a contract mutually agreeable by both the Town and the bidder.

If warranted, addenda will be issued to answer questions/provide additional information. Failure to acknowledge receipt of addenda in the final bid submitted may result in a proposal not being considered.

The Town of Sherman BOE reserves the right to reject any and all bids. The Town of Sherman also reserves the right to waive technical defects, irregularities and omissions, if in its judgment, it is deemed to be in the Town's best interest.

I. Project Schedule The bidder agrees to provide a construction schedule 5 days after given notice to proceed. The schedule must show how the project will be done by the completion date in these specifications and must be updated on a weekly basis. A schedule of values on an AIA approved form must be submitted with the above noted schedule for approval.

J. Bid Bond A bid bond of 5% of the total lump sum bid must be submitted with bid for the bid to be accepted.

K. Project Close Out The bidder will fully cooperate in the close out of the project and provide any project specific items that Town needs in order to close out the project. This includes but is not

limited to certification of substantial completion, affidavits of payments of debts, release of liens, lien waivers, final applications and certificates for payment and more. In addition, the bidder must hand over all project manuals and maintenance schedule and warranties. In addition, the bidder must provide any training that may be required.

- L. Mandatory Pre-Bid Meeting** There will be no mandatory pre-bid meeting. All bidders are encouraged to make an appointment with the school to view the project site in order to submit a complete bid for the project.

If warranted, an addendum will be issued to answer questions/provide additional information. Failure to acknowledge receipt of any addenda in the proposal submitted may result in a proposal not being considered. The Town of Sherman BOE will not be held responsible for any costs incurred by the bidder for work performed in the preparation for submitting the bid. The bid shall be comprehensive to complete all phases of the work described.

The Town of Sherman BOE reserves the right to reject any and all bids. The Town of Sherman BOE also reserves the right to waive technical defects, irregularities and omissions, if in its judgment it deems the proposal to be in the BOE best interest.

Submittal of bids The Firm shall submit to the BOE (5) five hard copy of the bids. A bid bond of 5% of the total bid must accompany the bid.

All qualified bids will be evaluated. The evaluation of the bids will be done by the BOE and will be final. Award will be made to the lowest and most qualified firm that demonstrates previous experience in performing work of similar scope to this bid

The person signing on submitting the bid must be a legal representative of the firm authorized to bind the firm to the contract in the event the firm is selected.

The proposer agrees to be bound by their proposal price for a period of 60 days from the date of submission.

The firm and its sub-consultants shall be licensed to practice in the State of CT and registered with the State of CT.

CONTRACT: Submitting a bid is an offer to contract with the Town of Sherman BOE based upon the terms, conditions and specifications contained in the Town's bid documents. Bids do not become contract unless and until executed by the BOE.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by the (bidder) pursuant to any agreement arising from this bid shall become the property of the Town of Sherman BOE upon completion of the project or any termination of the project prior to the completion of the project.

AWARD: It is the intent to award this bid in its entirety to one contractor. Bidders must include pricing for a complete and operable system once its completed.

Questions regarding this bid can be directed to Superintendent of Schools, Jeff Melendez at
TEL (860)355-3793 ext. 310
melendezj@shermanschool.com

NOTICE TO BIDDERS:

All qualified bids will be evaluated. The award will be made to the lowest responsible and qualified bidder. The Town reserves the right to reject any bids. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid might be rejected. The decision shall be final and not subject to recourse by the Bidder.

All costs incurred by Bidders in preparing or submitting bids are the Bidders sole responsibility. The Town will not reimburse any Bidder for costs incurred prior to the award of bid.

The Town of Sherman is exempt from the payment of taxes imposed by Federal Government and the State of Connecticut. Such taxes should not be included in the bid price.

The person signing on submitting the bid must be a legal representative of the firm authorized to bind the firm to the contract in the event of a successful bidder.

The bidder agrees to be bound by their bids for a period of 90 days from the date of submission.

A qualifying statement is requested of the Bidder's financial resources, his experience, his organization and equipment available to complete the work. The Town of Sherman shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. The right is reserves to reject any bid where an investigation of the available information does not satisfy the Town of Sherman that the Bidder is qualified to carry out properly the terms of the specifications.

The bidder/contractor shall take out and maintain during the life of the project adequate Workmen's Compensation Insurance, for all his employees employed. In case of employees are engaged in hazardous work under the contract at the site of the work, is not protected under the Workmen's Compensation statute, the contractor shall provide Workmen's Compensation Insurance for the protection of his employees not protected otherwise.

The Bidder/Contractor agrees to furnish insurance coverage for liability, property damage and medical coverage in the following minimum amounts:

- Commercial General Liability \$1,000,000 per occurrence
- Auto- Mobile Liability \$1,000,000
- Excess/Umbrella Liability \$1,000,000

Policies under this section shall be issued by companies accredited by the Insurance Commission of the State of Connecticut and shall save the Town of Sherman and its employees, both collectively and individually, harmless from any claim resulting from personal injuries or property damage caused by Contractor, his agents, servants or employees. Contractor may not operate equipment on this job site without at all times having such insurance in effect. The Contractor must submit to the office of the First Selectman evidence of such insurance coverage in advance of the beginning of start date of this project; said insurance shall name the Town of Sherman and its agents, servants, and employees as the party insured. The Contractor must have valid State of Connecticut license, and be registered with the State of Connecticut. The contractor shall supply a copy of the current trade license to the Town of Sherman prior to start of project.

The Contractor shall pay all licenses and permit fees which may be incurred due to this agreement or for the services provided. The Town of Sherman will waive local permit fees except the State portion of the permit fees. The Contractor shall be responsible for complying with any applicable federal, state and local laws, codes and regulations concerning any or all services covered by this agreement.

The Contractor shall comply with all Town polices and federal and state laws, rules and regulations concerning non-discrimination in employment. The successful Bidder shall not employ any subcontractor to fulfill any of the duties specified without prior written approval of the Town of Sherman.

Bidder must provide and submit in writing professional work references as outlined above, provide a brief scope of work for each project completed and a contact person for that project.

All interested bidders may contact the Superintendent of Schools for any questions and/or make arrangements appointments.

BID SHEETS

SHERMAN SCHOOL AIR CONDITIONING BID

Company Name: _____

Company Address: _____

Company Telephone Number: _____

Company Fax Number: _____

E-Mail Address of Company Representative : _____

Bidder's Name (please print): _____

Title: _____

Signature: _____

BASE BID:

Base bid : As specified: \$ _____

Written: _____

EXCEPTIONS

Page #	Paragraph #	Item Description & Alternate Proposal

REFERENCES

List below at least five (5) references for similar projects, including all information requested. ***THIS PAGE MUST BE COMPLETED.*** If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. ***"REFERENCES - CONFIDENTIAL"***. The Town of Sherman is not responsible for maintaining the confidentiality of the references unless this procedure is followed. The design firm and contractor must submit references separately if not the same corporation.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

5) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ **Telephone #** _____

Company _____ **Bid Title** _____

Street _____ **Bid #** _____

City, State, Zip _____ **Telephone** _____

GENERAL INFORMATION FOR BIDDERS

Sealed bids will be received at the Office of the Superintendent, Sherman School, **2 RT. 37 East Sherman, CT 06784** until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the internet at the Town of Sherman website www.townofshermanct.org under “Quick Links”, “Request for Bids”. Bidders without internet access may obtain a copy of the bid by contacting the Office of the Superintendent.

BID BONDS: Shall be in the amount of 5% of the total base bid made out in favor of the Town of Sherman and issued by a Surety company acceptable to the Town of Sherman, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The Town of Sherman will not be held liable for the accrual of interest on any check held by the Town in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the Town determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same; an amount representing a loss to the Town and by reason of such failure shall be retained and paid into the Town treasury.

REPLIES: Whether bid or no bid, Bidder, must have the bid name clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the Town of Sherman or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened, such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Town of Sherman will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Sherman, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual location(s) as designated by the First Selectman. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made by email to the Superintendent of Schools. All replies will be given and a copy of any such inquiry and advice (if deemed vital to the bid by the Superintendent will be made available to each prospective bidder in the form of an addendum. Bidders should check the Town’s website for addendums/updates prior to the bid opening.

IDENTICAL BIDS: In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

NON-COLLUSION STATEMENTS: In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Superintendent or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be

declared “non-responsive” and recommended for rejection. The Town of Sherman shall not be responsible for any errors or omissions by the bidder.

CONTRACT: A response to an Invitation to Bid (ITB) is an offer to contract with the Town of Sherman based upon the terms, conditions and specifications contained in the Town’s ITB. Bids do not become contract unless and until executed by the Town.

CONFORMITY WITH CONTRACT: In the event the Town determines that the service performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town and shall order the Contractor, in writing, to correct the nonconforming condition with seven (7) days of receipt of letter. Upon failure of the contractor to comply, the Town shall have the authority to correct the condition by other means, including the use of Town employees or by separate contract. The costs of the action taken by the Town shall be deducted from any Monies due or to become due to the contractor under this contract. Notwithstanding the above notice provisions, if the Town determines that a condition exists which may adversely affect the health or safety of a person or property, the Town shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the Town that the Contractor is unable to correct the condition, the Town shall have the authority to correct the condition by other means without further notice. Should the Contractor fail to adhere to the specifications and requirements, the Town and may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town may also assess financial penalties as described in these specifications. If the Town has cause to correct a condition that, in the Town’s opinion, should have been done by the Contractor, the Town may elect to assess financial penalties and/or the additional cost to the Town to obtain other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

CANCELLATION:

The Town reserves the right to cancel any unfulfilled portion of the contract (30-day written notice) providing, in the opinion of the Superintendent, services and/or materials supplied by the Contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force, however, the Contractor shall not be entitled to any profit on unfinished or unearned work.

SUBCONTRACTING:

The Contractor may utilize the services of Subcontractors subject to the approval of the Town of Sherman. The Contractor shall list all Subcontractors they intend to subcontract to, with a specific description of the services each Subcontractor is to perform. The Contractor shall not award work to any Subcontractor other than those submitted with their qualifications proposal without the prior written approval of the Purchasing Agent.

All Subcontractors shall be required to carry the same insurance, and under the same conditions, as specified for the Contractor. Nothing contained in the Contract established between the Contractor and the Town of Sherman shall create any contractual relationship between the Town of Sherman and any Subcontractor.

TAXES: Omit all State and Federal taxes from the bid. The Town of Sherman is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a the (bidder) pursuant to any agreement arising from this bid shall become the property of the Town of Sherman upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law. **All bidders will need to comply with 4a-60 and 4a-60a of CT General Statutes (C.G.S.) and 46a-68j-21**

through 43 of the Regulations of CT State Agencies. The above statutes and regulations require the Town to “aggressively solicit the participation of legitimate minority business enterprises, contractors, subcontractors and suppliers of materials” on projects.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the Superintendent in a manner that is in the best interest of, and best advantage to, the Town of Sherman, provided any such interpretation shall be reasonable.

RESPONSIBILITY: The bidder shall save the Town of Sherman, its agents or employees harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the Town of Sherman, its agents, employees from any and all liability arising out of the successful bidders’ operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the Town of Sherman (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the Town of Sherman of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidder’s expense. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor’s expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the Town of Sherman or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The Town of Sherman reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

GUARANTEE: Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (2) years OR AS STIPULATED IN THIS BID DOCUMENT against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

SAMPLES: Forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the Town of Sherman or its representative. Samples not returned to the bidder will be disposed of at the discretion of the Town of Sherman or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The Town of Sherman or its designated agent will dispose of items not picked up within 30 days.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the Town reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

The award will be made to the lowest responsible and qualified bidder

Documents previously submitted to the Town of Sherman will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

BONDS (if applicable): APPLICABLE AT THIS TIME.

Performance Bond: The Contractor, when awarded the Bid, must submit within 5 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the Town of Sherman and executed by a surety company authorized to do business in the State of Connecticut. Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, and Savings Account in both the Town & Vendor's name and Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within two years after completion and acceptance of work will be fixed at no cost to the Town of Sherman. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the Town of Sherman and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the Town with a surety or sureties satisfactory to the Town. Said bonds shall be filed with the First Selectman on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the Town, its subsidiaries, employees, volunteers, directors officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Superintendent within 10 days after the award of the bid. The Certificate of Insurance must name the Town of Sherman, its subsidiaries, employees, volunteers, directors & officers as the “additional insured” and filed with the Superintendent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Superintendent 10 days prior to the expiration of the required coverage.

Workman’s Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman’s compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman’s Compensation statute, the contractor shall provide Workman’s Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the Town of Sherman as relates to the contract.

Additional Security: The Town of Sherman reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the Town of Sherman, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The Town of Sherman reserves the right to waive local building permit fees except for the State portion. The bidder/contractor will also respect and follow Town regulatory permits that the Town has secured previous to the bid award such as but not limited to Wetlands and Zoning. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper Town Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented and are subject to the approval of the Town of Sherman Planning, Zoning, Wetlands and Building Officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: The seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the Town of Sherman, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards

required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tag out: In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the Town of Sherman under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the Town of Sherman relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the Town of Sherman of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of Town buildings. Before proceeding on any contractual work on Town buildings and their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the Town of Sherman. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities. The Town of Sherman is an equal opportunity and affirmative action purchaser, and bids from all vendors, including those from enterprises owned by minorities and women, are encouraged.

TERMINATION OF CONTRACT: Any contract entered into by the Town and the successful bidder shall provide that the Town may terminate the contract upon thirty (30) days notice to the bidder.

The Town of Sherman reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the Town's judgment, will best serve the public interest.

The terms and conditions of these "Instructions to Bidders" are made a part this bid.
Bid: Sherman School Air Conditioning Project.

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

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

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents 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 bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of 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 work for which the attached bid has been submitted nor has it 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 price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Sherman or any person interested in the proposed bid;

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 in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20_____.

My commission expires _____

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made this _____ day of _____, 2017, by and between _____ (hereinafter “Contractor”), and the Town of Sherman BOE (for the purpose of this agreement will be referred to as the Town) with a principal office at **2 RT. 37 East Sherman, CT 06784**

The Contractor and the BOE (aka the Town) agree as follows:

1. The Work.

(a) Scope. Contractor shall perform all design, design management, construction and construction management services, and provide all facilities, supplies, material, deliverables, equipment, tools, transportation and labor, necessary to complete the Work described in and reasonably inferable from: (I) this agreement, including all exhibits and attachments; (ii) all written modifications, amendments and change orders to this agreement; and (iii) Request for Bid “Sherman School Air Conditioning Project Bid” including the General Specification contained therein (all of which is herein referred to as the “Work”). The Work shall be completed in conformance with all applicable laws, rules, regulations, ordinances and building codes. Contractor shall provide and pay for all professional services, other services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other things 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. All drawings, specifications and other documents and electronic data prepared by Contractor or its design consultant(s) for the project and furnished to the Town under this agreement are deemed to be work for hire and the property of the Town.

(b) Performance Standards. Contractor shall perform all the Work in a good and workmanlike manner in accordance with design, commercial and trade standards applicable at the time the work is performed. Contractor shall supervise and direct the performance of the Work using its best skill, judgment and attention. The Contractor shall be solely responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. Contractor shall be responsible for the safety, efficiency and adequacy of Contractor’s applications and methods, and for damage which may result from failure or improper construction of such applications and methods. The contractor shall be responsible to the Town for acts and omissions of the contractor’s agents, employees, and

Subcontractors, and their respective agents and employees. The Contractor shall deliver to the Town, if requested, any and all design materials including, but not limited to, calculations, preliminary drawings, construction drawings, shop drawings, electronic media data, sketches, illustrations, specifications, descriptions, models, mock-ups, and other information developed, prepared, furnished, or delivered in the prosecution of the design work.

(c) Examination of Work. The Town shall be furnished with every reasonable opportunity for ascertaining that the Work is in accordance with the requirements and intention of this agreement. The Town's review and approval of any and all documents or other matters required herein shall be for the purpose of providing the Contractor with information as to the Town's objectives and goals with respect to the Work and not for the purpose of determining the accuracy or completeness of such documents or Work and shall in no way create any liability on the part of the Town for errors, inconsistencies or omissions in any approved documents or Work, nor shall any such review and approval alter the Contractor's responsibilities hereunder with respect to the Work.

(d) Competent and Sufficient Workers. Sufficient and competent workers shall be employed by the Contractor to complete the Work in the specified time. If, in the opinion of the Town, the Contractor has employed personnel who are incompetent or unfaithful in the performance of the Work, they shall be removed from the job at the request of the Town.

(e) Subcontractors. Unless otherwise agreed to in writing by the Town, all items of the Work to be performed and all materials, supplies and equipment to be furnished in connection herewith which are required or permitted to be performed by Subcontractors shall be performed by Subcontractors, materialmen, and suppliers (collectively, "Subcontractor"), approved by the Town, pursuant to written Subcontracts ("Subcontracts") awarded by Contractor. The Town has an absolute right to reject any proposed Subcontractor or, for cause set forth in writing, to withdraw approval of any Subcontractor.

2. **Permits and Fees.** Contractor shall secure, pay for, at Contractor's expense, and deliver to the Town all necessary building permits, inspection certificates and certificates of occupancy, and shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work. The local portion of the building permit fee will be waived and the Contractor just needs to pay the State portion.

3. **Contract Price and Payments.** The Town agrees to pay, and the Contractor agrees to accept, the sum of _____ Dollars (\$_____) as full compensation for all of the Work described in this agreement, subject only to adjustment of the contract price by change order. Contractor represents and agrees that included in the contract price are all items necessary to complete the Work.

Progress payments shall be made to Contractor as set forth in the payment schedule attached hereto and in accordance with the following procedures. Upon reaching each Milestone set forth on the attached schedule, the Contractor shall submit, in form satisfactory to the Town, an application for payment to the Town, along with lien waivers from Contractor and any subcontractor, for Work that has been completed, or from any supplier for material that is being paid for. All applications for payment must be accompanied by evidence that title to the material incorporated in the Work or pre-purchased is unencumbered. The Town shall make progress payments toward the contract price in accordance with the attached schedule only after the foregoing documentation is received in form satisfactory to the Town.

Each application for payment shall constitute a representation by Contractor that (I) the partial payment then requested to be paid is on account of Work actually performed at the Property in full compliance and in accordance with all requirements hereunder, (ii) the materials, supplies and equipment for which such application for payment is being submitted have been installed or incorporated in the Work or have been stored at the Property or at such off-site storage locations as shall have been approved in writing by the Town, (iii) the materials, supplies and equipment, have either been paid for or will be paid for, (iv) no mechanic's, laborer's, vendor's, materialman's or other liens have been filed, or intention to file has been communicated in writing in connection with the Work or any of the materials, supplies or equipment incorporated therein or purchased in connection therewith, (v) no claims have been filed, or intention to file in writing has been made by any Subcontractor or anyone claiming through any Subcontractor in connection with the Work, or if such claim has been filed, or threatened state in full the reasons therefore, or if Contractor cannot make such a statement, state in full the reasons therefore, and (vi) the Work which are the subject of such application for payment have been performed in accordance with this agreement.

Anything contained in this agreement to the contrary notwithstanding, the Town, in its judgment reasonably exercised, may withhold from any payment due or to become due to Contractor any amount which the Town, in its good faith opinion, deems sufficient to reimburse the Town for its actual or potential expenditures for the account of Contractor or to secure the Town's remedies in consequence of any default or breach by Contractor under this agreement.

4. Payments to Subcontractors and Suppliers. Contractor shall pay punctually the workers who are employed on the Work and the parties who have furnished materials, and shall give the Town satisfactory evidence that all persons who have supplied labor or furnished materials have been fully paid. If Contractor shall fail to give such satisfactory evidence to the Town, the Town may withhold from the payment otherwise due to the Contractor such sums of money as will in the

Town's judgment cover such claims, or the Town may pay such claims and charge the payment to the account of the Contractor.

5. **Change Orders.** The Town may, from time to time, order changes in the Work which will be authorized by a written change order. The Town shall pay the reasonable cost of any such changes. In the event the Contractor is required by the Town to perform additional Work for which the amount of compensation is not previously agreed upon, the Contractor shall prepare and submit to the Town a proposal describing the Work and the estimated cost involved within five (5) days of request from the Town. The Contractor shall not proceed with such additional Work until the cost of such Work is approved by the Town. When paid, the compensation specified in a Change Order shall constitute full payment for the additional Work covered thereby and for any delay, disruption, cost, or expense occasioned by reason of such change and shall release the Town from any further liability in respect of the same. No time extension shall be granted by reason of the issuance of any Change Order unless it is expressly stated therein.

6. **Commencement and Completion.** The Work will begin within _____ (____) calendar days after the Town has delivered to the Contractor a written directive to commence its Work hereunder. The Work will be completed _____ (____) calendar days from the date such directive is given (hereinafter "The Completion Date").

7. **Termination.** If Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; Contractor fails to supply proper materials and skilled workers; make payments for materials, labor, and subcontractors in accordance with their respective agreements; disregards ordinances, regulations, or orders of a public authority; assigns this Agreement or sublets all or any part of the Work to be performed without the prior written consent of the Town or; unnecessarily or unreasonably delays the Work; fails or refuses to comply with the instructions of the Town or fails to materially comply with the provisions of this agreement, including, but not limited to, failing to prosecute the Work or any part thereof with such diligence as will insure its substantial completion within the period herein specified (or any duly authorized extension thereof), then, and in any such event, the Town may give Contractor written notice that it has breached the agreement. If, after seven (7) days, Contractor has failed to remedy the breach, the Town may give Contractor a notice to terminate, thereby terminating this agreement without further action and without prejudice to any other right or remedy the Town may have. In that event, the Town may take possession of the Work, utilize such materials, appliances, supplies, plant and equipment as may be on the site, and

complete the Work by contract or otherwise as the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation to be paid to the Contractor shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative and inspection services and any damages for delay) such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

Notwithstanding any other provision of this agreement, this agreement may be terminated by the Town upon not less than five (5) days' notice to the Contractor for the Town's convenience and without cause. In such case, this agreement shall terminate on the fifth day following such notice and the Town's liability shall be limited to payment of the amount due for Work performed up to and including the date of termination.

The obligations of the parties under this agreement, which by their nature would continue beyond the termination, cancellation or expiration of this agreement, including without limitation those set forth in paragraphs 9, 10 and 12, shall survive termination, cancellation or expiration of this agreement.

8. **Insurance.** Throughout the term of this Agreement, Contractor shall purchase and maintain at Contractor's own expense, workers' compensation and employer's liability insurance, commercial general liability insurance, comprehensive automobile liability insurance, and other insurance of type and limit amount specified in the Request for Bid or as otherwise reasonably required by the Town. All policies of insurance shall name the Town of Sherman as named additional insured. Coverage is to be endorsed to reflect that the insurance is to be primary for Contractor, the Town and all other additional insured and not contributory with any insurance carried by the Town. Contractor shall deliver to the Town policies of insurance prior to the commencement of the Work which shall be subject to the Town's approval. Certificates of Insurance and evidence of renewals shall also be delivered to the Town. The carrying of the insurance described shall in no way be interpreted as relieving Contractor or subcontractors of any responsibility or liability under this agreement. The insurance requirements of this paragraph shall apply to each subcontractor of any tier.

9. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold the Town of Sherman harmless against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which the Town shall not be reimbursed by the insurance required by paragraph 8, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Contractor, Contractor's agents, contractors, employees, invitees, or licensees, of any

term, provision, covenant or condition of this agreement, and/or the carelessness, negligence or improper conduct of the Contractor, Contractor's agents, contractors, employees, invitees or licensees. Contractor's liability under this agreement extends to the acts and omissions of any subcontractor, and any agent, contractor, employee, invitee or licensee of any subcontractor. In case any action or proceeding is brought against the Town by reason of any such claim, Contractor, upon written notice from the Town, will, at Contractor's expense, resist or defend such action or proceeding by counsel approved by the Town in writing, such approval not to be unreasonably withheld.

10. **Disputes.** This agreement shall be construed in accordance with the laws of the State of Connecticut. The Superior Court of the State of Connecticut for the Judicial District of Danbury shall be the exclusive forum for all litigation related in any way to this agreement or the Work. CONTRACTOR AND THE TOWN EACH HEREBY IRREVOCABLY CONSENTS TO THE FOREGOING JURISDICTION AND WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT OR ACTION AND CLAIM THAT ANY SUCH SUIT OR ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

11. **Notice.** Any notice served hereunder shall be served by: (i) personal delivery; (ii) overnight mail; or (iii) certified mail, return receipt requested at the address set forth on Page 1 of the Contract, or such other address as designated in writing by either party after the date hereof.

12. **Warranties.** Contractor warrants that all deliverables, fixtures, materials, equipment, methods or services supplied or to be supplied by Contractor will be new, merchantable, free from defects in design, material and workmanship, fit for the purpose intended and will conform to and perform in accordance with the plans and specifications, samples and this agreement. These warranties extend to the future performance of the material. Contractor also warrants that services will be performed in a professional, first class, workmanlike manner. If material furnished contains manufacturers' warranties, Contractor hereby assigns such warranties to the Town. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties within TWO (2) years or as stipulated in the Request for Bid from the date of completion and acceptance of the Work by the Town shall be, at the Town's option, returned for or subject to refund, repaired, replaced or re-performed by Contractor at no cost to the Town and with transportation costs and risk of loss and damage in transit borne by Contractor. Repaired and replacement material shall be warranted as set forth above. The foregoing warranty shall be in addition to, and shall not be construed to be in limitation of, any applicable warranty which is required to be given by the Contractor under law.

13. **Performance and Payment Bond.** Upon the due execution of this agreement, Contractor shall provide the Town with a performance and payment bond, in the amount of one hundred (100) percent of the contract price, with good and sufficient surety satisfactory to the Town to secure the faithful performance of this agreement and the prompt payment of labor and material furnished in the prosecution of this agreement.

14. **Waiver of Breach.** Neither inspection by the Town, nor any of its agents, nor any payment for, nor acceptance of the whole or any part of the Work by the Town, nor any extension of time, nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this agreement, or of any power herein reserved to the Town, or any right to damages herein provided, nor shall any waiver of any breach of this agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this agreement shall be taken and construed as cumulative, that is, in addition to all other suits, actions, or legal proceedings.

15. **Local Preference.** Contractor agrees to comply with the provisions of Connecticut General Statutes Sections 7-112 and 31-52; and where applicable, Sections 31-53 and 31-54, all as amended. In particular, Contractor agrees that in the employment of mechanics, laborers and workers in the construction, remodeling or repairing of any public work, preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date hereof have been residents of the Town of Sherman, and if no such qualified persons are available, then preference shall be given to citizens of the United States who are and continuously for at least three (3) months prior to the date here or have been residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified persons are available, then to citizens who have continuously resided in Fairfield County for at least three (3) months prior to the date hereof, and then to citizens, of the state who have continuously resided in the state at least three (3) months prior to the date hereof.

16. **The Immigration Reform and Control Act of 1986.** The Contractor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town harmless for the failure of the Contractor to comply with the provisions of said Act.

17. **Wage Rates.** In the event that the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project exceeds

\$400,000.00 or where the total cost of all work performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project exceeds \$100,000.00 the following shall apply:

The wages paid on an hourly basis to any mechanic, laborer or worker employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in Sherman. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. Upon the award of any contract to which the aforementioned prevailing wage rate requirements apply, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. In the event that the foregoing provisions do not apply to work to be performed hereunder, wages paid to any mechanic, laborer or worker employed upon the work herein contracted to be done shall nonetheless be at a rate equal to the wages customary or prevailing for the same work in the same trade or occupation prevailing in Sherman and based upon the wage schedule and rates therein set by the U.S. Department of Labor for the Sherman area. The rates so established shall at all times be considered as the minimum rate for the classification for which it was established.

18. Bonds For Protection of Employees And Materialmen. In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work and the compensation to be paid to the Contractor exceeds \$25,000.00, the Contractor shall, within thirty (30) days after payment to the Contractor by the Town, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Town. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within twenty (20) days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

19. Assignment of Anti-Trust Claims. Contractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act,

15 U. S. C. Sec. 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgment by the parties.

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

Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.

Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.

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

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

22. **Unlawful Provisions Deemed Stricken.** All unlawful provisions shall be deemed stricken from this agreement and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the agreement.

23. **Severability.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

24. **No Assignment.** Contractor shall not assign or sublet the Work or any part of the Work, except by and with the consent of the Town, which consent may be withheld in the sole and absolute discretion of the Town. No such consent by the Town shall operate to relieve the

