

CITY OF DANBURY, CONNECTICUT

NO. _____

**LINE STOP AND INSERTION VALVE
INSTALLATION FY 2021
Danbury, Connecticut**

BID NO. 08-20-21-01

—————
INVITATION TO BID
INFORMATION FOR BIDDERS
PROPOSAL
BONDS
CONTRACT AND AGREEMENT
GENERAL PROVISIONS
DETAILED SPECIFICATIONS
—————

MARK D. BOUGHTON

Mayor

ANTONIO IADAROLA, P.E.

Director of Public Works

City Engineer

DAVID M. DAY, P.E.

Superintendent of Public Utilities

TATA & HOWARD, INC.

Consulting Engineers
WATERBURY, CONNECTICUT

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INVITATION TO BID

Sealed Bids for Bid No. 08-20-21-01 "Line Stop And Insertion Valve Installation FY 2021" Danbury, CT, will be received at Danbury City Hall, Purchasing Agent's office, 155 Deer Hill Ave., Danbury, CT 06810 until 10:00 A.M. Tuesday, September 15, 2020. Prior to the public opening of the bids, any bid submitted may be withdrawn by the bidder if said bidder discovers mathematical or clerical errors in his bid. Any such bid withdrawal may be made without penalty or prejudice. After the bids are opened, all offers will be considered firm for a period of ninety days and no bid may be withdrawn for any reason during that period except for such cause as the City of Danbury in its sole discretion deems sufficient.

Work consists of all labor, tools, materials and equipment necessary to furnish and install, water system line stops and/or insertion valves on an on-call basis during the fiscal year ending June 30, 2021, completed as specified herein.

The bid has been divided into four separate proposals:

- Bid 1 – Line Stops
- Bid 2 – Stainless Steel Insertion Valves
- Bid 3 – Ductile Iron Insertion Valves
- Bid 4 – All Bid Items

Bidders may submit proposals on any one or all the Summations. The City reserves the right to award one or more contracts for the work.

A bid bond in an amount One Thousand Dollars (\$1,000.00) shall accompany each bid. A non-collusion statement for Prime Contractors and any addendum acknowledgements must also be submitted at the time of the bid.

Bid documents are available over the internet at the City's website: www.danbury-ct.gov. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <https://link.zixcentral.com/u/0e3e3c22/IOYOdWXh6hGFLeX8gvoQLQ?u=http%3A%2F%2Fwww.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810, (203) 797-4571. Bidder should check the City's website for addendums/updates 48 hours prior to the bid opening.

The City of Danbury is an equal opportunity and affirmative action purchaser. Bids from all vendors, including those from MBE's, WBE's, SBE's and Section 3 Designated Enterprises are encouraged to apply.

The City of Danbury reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for its best interest.

Dated: _____

Charles J. Volpe, Jr.
Purchasing Agent
City of Danbury

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS. The City of Danbury, Connecticut, herein called the "City", invites bids on the forms attached hereto. All blanks on these forms must be appropriately filled in as required. Bids will be received at the office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, Connecticut, until 10:00 A.M. on Tuesday, September 15, 2020, at which time they will be publicly opened and read aloud.

Proposals shall be enclosed in opaque sealed envelopes, addressed to the Purchasing Agent of the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut. To insure proper identification, bid envelopes must indicate the name and address of the bidder, the project name and the bid number. If forwarded by mail, the opaque sealed envelope containing the proposal marked as directed, must be enclosed in another envelope addressed as specified herein before.

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in or reject any and all bids. Prior to the public opening of the bids, any bid submitted may be withdrawn by the bidder if said bidder discovers mathematical or clerical errors in his bid. Any such bid withdrawal may be made without penalty or prejudice. After the bids are opened, all offers will be considered firm for a period of ninety days and no bid may be withdrawn for any reason during that period except for such cause as the City of Danbury in its sole discretion deems sufficient.

2. DESCRIPTION OF WORK. The work comprises all the labor, tools, materials and equipment necessary to furnish and install, water system line stops and/or insertion valves on an on-call basis during the fiscal year ending June 30, 2021, completed as specified herein.

The City has provided separate Bid Proposal Summations to allow Bidders to choose the items they can wholly provide adequate installation and operation services.

Bid 1 – Line Stops includes furnish and installing line stops on water system pipe.

Bid 2 – Stainless Steel Insertion Valves includes furnish and installing stainless steel insertion valves on water system pipe.

Bid 3 – Ductile Iron Insertion Valves includes furnish and installing ductile iron insertion valves on water system pipe.

Bid 4 – All Bid Items includes all bid items listed on the Proposal as described above in the description of work. All Bidders that choose to submit this Bid should also complete Summations for Bid 1, 2, and 3 completely as the City reserves the right to award separate portions of the project to separate bidders, or to award the entire project to one bidder based upon the combined Summations for the entire project, should it deem it to be for the best interest of the City.

3. PREPARATION OF PROPOSALS: Proposals must be submitted on the prescribed form. All blank spaces for unit prices, extended totals, lump sum, and summation must be filled in, in ink or typewritten, in both words and figures.

4. ERRORS IN BID: In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between unit prices, and/or lump sum written in words and written in figures, the unit prices and/or lump sum written in words shall govern. In case of error in the bidder's extended summation, the computed total using the unit prices and/or lump sum amounts written in words shall govern. If an error is obvious and leaves no confusion as to which amount is correct, the obviously correct amount shall govern. The amount written in words shall govern only when it is unclear or if there is confusion as to which amount is correct.

5. APPROXIMATE QUANTITIES: The quantities given in the Proposal are approximate only, being given as a basis for the uniform comparison of bids, and the City does not expressly or by implication agree that the actual work will correspond therewith.

6. BIDDERS TO CHECK APPROXIMATE QUANTITIES. Bidders must satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose, as to the actual conditions and requirements of the work, and the accuracy of the estimate of the Engineer, and shall not, at any time after the submission of a bid,

dispute or complain of such statement or estimate of the Engineer, nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

7. PRICES NOT CHANGED BY CHANGE OF QUANTITIES. An increase or decrease in the quantities listed, in the Proposal, for any item shall not be regarded as sufficient grounds for an increase or decrease in the price of that item, nor in the time allowed for the completion of the work, except as provided in the Contract.

8. INTENT OF CONTRACT DOCUMENTS. The intent of the Contract Documents is to obtain a complete job, satisfactory to the Engineer. It shall be understood that the bidder has satisfied himself as to the full requirements of the Contract, and has based his Proposal upon such understanding. Compensation for all work and materials required to complete the Contract shall be considered included in the various unit prices and lump sums bid and stipulated for the items listed in the Proposal.

9. ADDENDA AND INTERPRETATIONS. No interpretations of the meaning of the Contract Documents will be made to any prospective bidder orally. Every request for such interpretation should be in writing addressed to the Purchasing Agent, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Written requests may also be faxed (Fax No. 203-796-1527) or e-mailed to the Purchasing Agent (c.volpe@danbury-ct.gov). Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be distributed to all prospective bidders (at the respective address furnished for such purposes) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve said bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the Contract Document.

10. CONDITIONS OF WORK. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed; failure so to do will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in this bid.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, including any and all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in nowise relieve any bidder from any obligation in respect to his bid.

Bidders are notified that it is obligatory upon them to obtain by their own means, information which they may require as to the existing physical conditions, and in particular as to subsurface and ground water conditions. The City will make available to the bidder all information obtained by investigation previous to opening bids, but makes no guarantee with respect to the accuracy of such information and each bidder represents that he relies exclusively upon his own investigations and he makes his bid with a full knowledge of all conditions, and the kind, quality, and quantity of work required.

11. TIME LIMIT. The contractor guarantees that he can and will furnish complete line stop and insertion valve installations within 72 hours of request from the City, and remove installed line stops within 48 hours of request from the City.

12. QUALIFICATIONS OF BIDDERS. The Contractor must hold a current appropriate license from the State of Connecticut. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in the manner and within the time limit stipulated, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

13. BID SECURITY. Each bid must be accompanied by cashier's check, certified check of the bidder, or a bid bond prepared on the Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the City in an amount One Thousand Dollars (\$1,000.00). The Surety company must be listed on the most recent IRS Circular 570. Such checks or bid bonds will be returned to all except the three lowest formal bidders within 3 days after the formal opening of bids. The remaining checks or bid bonds will be returned to the 3 lowest bidders within 48 hours after the City and the accepted bidder have executed the Contract, or if no Contract has been executed, within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

14. CONSENT OF SURETY. (DELETED)

15. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT. The successful bidder, upon his failure or refusal to deliver the Insurance Certificate and Corporate Resolution Form within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the City as liquidated damages for such failure or refusal, the security deposited with his bid.

16. PERFORMANCE, LABOR AND MATERIALS BONDS. No bonds will be required to be provided until a project/work order is awarded. No bond will be required if an awarded project/work order is less than \$50,000.00. A bond will be required for a project/work order equal to or greater than \$50,000.00

17. AWARD. The Contract will, at the discretion of the City, be awarded on the basis of competitive bids to the lowest responsible eligible bidder. The City may award the project to multiple Bids.

It is the purpose of the City not to award the Contract to any bidder who does not furnish satisfactory evidence that he is responsible and that he has sufficient capital, ability, experience, and plant to enable him to prosecute the work successfully, and to fulfill all the requirements of the Contract.

The City of Danbury is not obligated for expenditures unless funds have been encumbered by Purchase Order or executed contract. Neither the decision or vote of the Board of Awards, nor the "Notice of Award" letter shall be considered an authorization for shipment or a notice to proceed with services or to order materials. A company or person who proceeds prior to receiving a Purchase Order or signing a contract does so without a contract and at their own risk.

18. REJECTION OF BIDS. The City reserves the right to reject any and all bids, or to accept any bid should it deem it to be for its best interest so to do. Bids not prepared and submitted in accordance with the provisions of Information for Bidders and/or bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal.

The City reserves the right to reject a bid from a Contractor who is in arrears relative to a City invoice(s) on another project (police officers, etc.).

19. POWER OF ATTORNEY. Attorneys in fact who sign Contract Bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

20. SUPPLEMENTAL INFORMATION FOR THE BIDDERS

20.1 Estimate of Work. There are four separate proposal forms entitled Bid 1 – Line Stops, Bid 2 – Stainless Steel Insertion Valves, Bid 3 – Ductile Iron Insertion Valves and Bid 4 – All Bid Items. These summation proposal forms represent the items of work and estimated quantities for the portions of work included in the bid. Each summation proposal is independent of the others and will be evaluated independently. One or more Contracts will, at the discretion of the City, be award on the basis of competitive summation proposals to the lowest responsible eligible bidder(s). The City reserves the right to award each Contract to separate bidders based on individual summation proposals for each portion of the project, or to award a single Contract to one bidder based upon the combined summation

CITY OF DANBURY,
CONNECTICUT

Bid #08-20-21-01 “Line Stop and Insertion Valve Installation FY 2021”
Supplemental Information – Bid Submittal & Opening

The City of Danbury (“the City”) will receive bids for this item up until 10:00 AM on Tuesday, September 15, 2020 via the U.S. Postal Service, or a private carrier/delivery service. Vendors may also drop off their bid in person on the solicitation due date between the hours of 8:30 a.m. and 10:00 a.m. in the main lobby area of City Hall. Please be aware due to the Covid-19 health emergency, the U.S. mail and deliveries from private carriers/delivery services are not always received by the Purchasing Department on a daily basis. Therefore, any prospective bidder submitting a bid response is encouraged to notify Charles Volpe, Purchasing Agent, via email at c.volpe@danbury-ct.gov, or by cell phone at (203)460-0085, that a bid response has been submitted by U.S. mail, or by a private carrier/delivery service. A bin will be available for the filing of bid submissions in person, in the lobby of City Hall, 155 Deer Hill Avenue, Danbury, CT, between the hours of 8:30 a.m. until 10:00 a.m. on the solicitation due date.

During this public health emergency, the Purchasing Agent will open all bid responses virtually. The bid opening will be made available for view by the public via Zoom, at the time and date specified in the bid. Zoom video and/or audio connection options for this bid are below.

A copy of the Bid Result Form will be posted on the Purchasing Dept. bid page on the City’s website, <https://www.danbury-ct.gov/resources/active-bids/>.

A video of the bid opening can be viewed under the video archives link also on the City’s website, <https://www.danbury-ct.gov/agendasminutesforms/>.

Please contact Charles Volpe, Purchasing Agent, via email at c.volpe@danbury-ct.gov with any questions regarding this process.
Join Zoom Meeting

<https://us02web.zoom.us/j/81343329398?pwd=VXM4N3Y2UjFDT01CUkozMDMvZThpUT09>

Meeting ID: 813 4332 9398

Passcode: 332913

One tap mobile

+19294362866,,81343329398#,,,,,0#,,332913# US (New York)

+13017158592,,81343329398#,,,,,0#,,332913# US (Germantown)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 813 4332 9398

Passcode: 332913

Find your local number: <https://us02web.zoom.us/u/kdGs4kaxF0>

BID 1 – LINE STOPS
PROPOSAL

TO: Purchasing Agent, City of Danbury, Connecticut

FOR: Bid No. 08-20-21-01 - “Installation of Line Stops and Insertions Valves in FY 2021”

MADE BY: _____
(Firm Name)

Pursuant to and in compliance with your Invitation To Bid and the Information for Bidders relating thereto, the undersigned states that he has examined the Contract Documents, and that he understands the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, materials, supplies, equipment, labor, and other facilities and things necessary or proper for or incidental to, the proper construction of the work, and to construct the said work in strict accordance with the Contract Documents and such detailed directions, plans, and drawings as may be furnished from time to time during the progress of construction by the Engineer at the following unit and lump sum prices which prices include all incidental work, viz.:

ITEM NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
1A	4-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1B	6-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1C	8-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1D	10-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1E	12-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

1F	16-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1G	20-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1H	24-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1I	30-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1J	36-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1K	ADDITIONAL DAY OF DEPLOYMENT for the Unit Price of _____ Dollars and _____ Cents Each	Man Day	1	\$ _____	\$ _____
1I	4-INCH LINE STOP FURNISH ONLY for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1J	6-INCH LINE STOP FURNISH ONLY for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1K	8-INCH LINE STOP FURNISH ONLY for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

1L 12-INCH LINE STOP for the Unit Price of
 _____ Dollars and
 _____ Cents Each Each 1 \$ _____ \$ _____

BID 1 – LINE STOPS
SUMMATION

 _____ Dollars
 and _____ Cents. (\$ _____)

SUMMATION: The summation of this bid for Bid No. 08-20-21-01 – Bid 1 is based on the approximate statement of quantities given above and the prices bid for the various items. This statement is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The bidder further declares that he is the only person(s) interested in the Proposals and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

Accompanying this Proposal, under separate cover, is a Bid Bond, Cashier's Check, or Certified Check for One Thousand Dollars (\$1,000.00) payable to the City. In case this Proposal is accepted by the City, and the undersigned shall fail to execute the Contract with, according to the Information for Bidders, then the said Bid Bond, Cashier's Check, or Certified Check shall become the property of the City; otherwise it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within fifteen (15) days after such date of mailing, telegraphing or delivering of such notice, deliver to the City the Insurance Certificate and Corporate Resolution Form. The Contract will be executed within ten (10) days of receipt of all required information.

_____**
 Firm Name

 Address

 Telephone

 By (signature)

 Signed by (printed or typed)

 Title

 Dated

* Cross out words which do not apply.

** If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, also using the phrase "an individual doing business under the firm name and style of _____".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name: _____ Address _____

Name: _____ Address _____

STATE OF)
)
 COUNTY OF) SS:

_____ the
 signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this _____
 day of _____, 20__.

 Notary Public

BID 2 – STAINLESS STEEL INSERTION VALVES
PROPOSAL

TO: Purchasing Agent, City of Danbury, Connecticut

FOR: Bid No. 08-20-21-01 - “Installation of Line Stops and Insertions Valves in FY 2021”

MADE BY: _____
(Firm Name)

Pursuant to and in compliance with your Invitation To Bid and the Information for Bidders relating thereto, the undersigned states that he has examined the Contract Documents, and that he understands the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, materials, supplies, equipment, labor, and other facilities and things necessary or proper for or incidental to, the proper construction of the work, and to construct the said work in strict accordance with the Contract Documents and such detailed directions, plans, and drawings as may be furnished from time to time during the progress of construction by the Engineer at the following unit and lump sum prices which prices include all incidental work, viz.:

ITEM NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
2A	4-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2B	6-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2C	8-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2D	10-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2E	12-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

2F 16-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each Each 1 \$ _____ \$ _____

BID 2 – STAINLESS STEEL INSERTION VALVES
SUMMATION

_____ Dollars
and _____ Cents. (\$ _____)

SUMMATION: The summation of this bid for Bid No. 08-20-21-01- Bid 2 is based on the approximate statement of quantities given above and the prices bid for the various items. This statement is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The bidder further declares that he is the only person(s) interested in the Proposals and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

Accompanying this Proposal, under separate cover, is a Bid Bond, Cashier's Check, or Certified Check for One Thousand Dollars (\$1,000.00) payable to the City. In case this Proposal is accepted by the City, and the undersigned shall fail to execute the Contract with the City, according to the Information for Bidders, then the said Bid Bond, Cashier's Check, or Certified Check shall become the property of the City; otherwise it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within fifteen (15) days after such date of mailing, telegraphing or delivering of such notice, deliver to the City the Insurance Certificate and Corporate Resolution Form. The Contract will be executed within ten (10) days of receipt of all required information.

_____**
 Firm Name

 Address

 Telephone

 By (signature)

 Signed by (printed or typed)

 Title

 Dated

* Cross out words which do not apply.

** If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, also using the phrase "an individual doing business under the firm name and style of _____".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name: _____ Address _____

Name: _____ Address _____

STATE OF)
)
 COUNTY OF) SS:

_____ the
 signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this _____
day of _____, 20__.

Notary Public

**BID 3 – DUCTILE IRON INSERTION VALVE
PROPOSAL**

TO: Purchasing Agent, City of Danbury, Connecticut

FOR: Bid No. 08-20-21-01 - “Installation of Line Stops and Insertions Valves in FY 2021”

MADE BY: _____
(Firm Name)

Pursuant to and in compliance with your Invitation To Bid and the Information for Bidders relating thereto, the undersigned states that he has examined the Contract Documents, and that he understands the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, materials, supplies, equipment, labor, and other facilities and things necessary or proper for or incidental to, the proper construction of the work, and to construct the said work in strict accordance with the Contract Documents and such detailed directions, plans, and drawings as may be furnished from time to time during the progress of construction by the Engineer at the following unit and lump sum prices which prices include all incidental work, viz.:

ITEM NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
3A	4-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3B	6-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3C	8-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3D	10-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

3E 12-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each Each 1 \$ _____ \$ _____

BID 3 – DUCTILE IRON INSERTION VALVES
SUMMATION

_____ Dollars
and _____ Cents. (\$ _____)

SUMMATION: The summation of this bid for Bid No. 08-20-21-01 Bid 3 is based on the approximate statement of quantities given above and the prices bid for the various items. This statement is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The bidder further declares that he is the only person(s) interested in the Proposals and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

Accompanying this Proposal, under separate cover, is a Bid Bond, Cashier's Check, or Certified Check for One Thousand Dollars (\$1,000.00) payable to the City. In case this Proposal is accepted by the City, and the undersigned shall fail to execute the Contract with the City, according to the Information for Bidders, then the said Bid Bond, Cashier's Check, or Certified Check shall become the property of the City; otherwise it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within fifteen (15) days after such date of mailing, telegraphing or delivering of such notice, deliver to the City the Insurance Certificate and Corporate Resolution Form. The Contract will be executed within ten (10) days of receipt of all required information.

_____**
 Firm Name

 Address

 Telephone

 By (signature)

 Signed by (printed or typed)

 Title

 Dated

* Cross out words which do not apply.

** If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, also using the phrase "an individual doing business under the firm name and style of _____".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name:_____Address_____

Name:_____Address_____

STATE OF)
)
 COUNTY OF) SS:

_____the
 signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this _____ day of _____, 20__.

Notary Public

BID 4 – ALL BID ITEMS
PROPOSAL

TO: Purchasing Agent, City of Danbury, Connecticut

FOR: Bid No. 08-20-21-01 - “Installation of Line Stops and Insertions Valves in FY 2021”

MADE BY: _____
(Firm Name)

Pursuant to and in compliance with your Invitation To Bid and the Information for Bidders relating thereto, the undersigned states that he has examined the Contract Documents, and that he understands the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, materials, supplies, equipment, labor, and other facilities and things necessary or proper for or incidental to, the proper construction of the work, and to construct the said work in strict accordance with the Contract Documents and such detailed directions, plans, and drawings as may be furnished from time to time during the progress of construction by the Engineer at the following unit and lump sum prices which prices include all incidental work, viz.:

ITEM NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
1A	4-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1B	6-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1C	8-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1D	10-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1E	12-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

1F	16-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1G	20-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1H	24-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1I	30-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1J	36-INCH LINE STOP for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
1K	ADDITION DAY OF DEPLOYMENT for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2A	4-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2B	6-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2C	8-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

2D	10-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2E	12-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
2F	16-INCH STAINLESS STEEL INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3A	4-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3B	6-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3C	8-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3D	10-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____
3E	12-INCH DUCTILE IRON INSERTION VALVE for the Unit Price of _____ Dollars and _____ Cents Each	Each	1	\$ _____	\$ _____

BID 4 – ALL BID ITEMS
SUMMATION

_____ Dollars
and _____ Cents. (\$_____)

SUMMATION: The summation of this bid for Project No. 08-20-21-01 – Bid 4 is based on the approximate statement of quantities given above and the prices bid for the various items. This statement is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The bidder further declares that he is the only person(s) interested in the Proposals and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

Accompanying this Proposal, under separate cover, is a Bid Bond, Cashier's Check, or Certified Check for One Thousand Dollars (\$1,000.00) payable to the City. In case this Proposal is accepted by the City, and the undersigned shall fail to execute the Contract with the City, according to the Information for Bidders, then the said Bid Bond, Cashier's Check, or Certified Check shall become the property of the City; otherwise it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within fifteen (15) days after such date of mailing, telegraphing or delivering of such notice, deliver to the City the Insurance Certificate and Corporate Resolution Form. The Contract will be executed within ten (10) days of receipt of all required information.

_____**
 Firm Name

 Address

 Telephone

 By (signature)

 Signed by (printed or typed)

 Title

 Dated

* Cross out words which do not apply.

** If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of _____".

If an individual using a trade name, give individual name, also using the phrase "an individual doing business under the firm name and style of _____".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name:_____Address_____

Name:_____Address_____

STATE OF)
)
 COUNTY OF) SS:

_____the
 signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this _____ day of _____, 20__.

Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal; and _____
as Surety are hereby held and firmly bound unto the City of Danbury in the penal sum
of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____.

The condition of the above obligation is such that whereas the Principal has submitted to the City
of Danbury a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract
in writing, for _____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or, in the alternate

(b) If said Bid shall be accepted and the Principle shall execute and deliver a contract in
the form of Contract attached hereto (properly completed in accordance with said Bid) and shall
in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which
the Principal may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations having caused their corporate seals to be hereto affixed and
these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract 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 indicates 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 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 ____ None 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.

Name and Title of Signer (Please Type)

Signature

Date

EE-2

SI-1

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project No.

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract 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 indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ____ No ____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ____ No ____
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
Yes ____ No ____ None 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.

Name and Title of Signer (Please Type)

Signature

Date

Q-1

SI-1

CITY OF DANBURY

CONTRACTOR'S QUALIFICATION STATEMENT

BID # 08-20-21-01

DATE _____

BIDDER _____

TAX ID # OR SS # _____

Failure to complete this qualification statement, the intentional withholding of pertinent information, or the making of false statements may be considered grounds for rejection of your bid.

1. Has your organization been certified as a Locally Based Enterprise (LBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Disadvantaged Business Enterprise (DBE) ?

If yes, specify category of firm:

LBE: No ____ Yes ____ - Certified by _____ Date __/__/__

MBE: No ____ Yes ____ - Certified by _____ Date __/__/__

WBE: No ____ Yes ____ - Certified by _____ Date __/__/__

If you answer "Yes" to any of questions 2, 3, or 4, supply details on separate sheet.

2. Has your organization or any of its affiliate firms been the subject of any of the following actions in the past five years by any government agency * :
- a. been suspended, debarred, disqualified, or otherwise been declared ineligible to bid?
Yes ____ No ____
 - b. been barred from bidding or denied a contract as a result of failure to meet statutory affirmative action or MBE/LBE requirements? Yes ____ No ____
 - c. been prevented or barred from bidding for any other reason?
Yes ____ No ____
 - d. been denied a contract despite being the low bidder for any other reason?
Yes ____ No ____
 - e. had liquidated damages assessed against it upon completion of a contract?
Yes ____ No ____
 - f. been defaulted on any contract? Yes ____ No ____
 - g. had a contract terminated? Yes ____ No ____

* Government agencies include city, state and federal public agencies, quasi-public agencies, authorities and corporation, public development corporations and local development corporations.

3. In the past five years, has your organization or any current or past key people or affiliate firms been a party to any lawsuits from public or private construction projects?

Yes _____ No _____

If "yes", indicate in the explanation whether your organization, key people or key firms were plaintiffs or defendants.

4. Claims and Suits: Has your organization ever failed to complete any work awarded to to it?

Yes _____ No _____

5. On a separate sheet, list all comparable or larger projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date. Also, state total worth of work in progress and under contract.

Yes _____ No _____

6. On a separate sheet, list all comparable or larger projects your organization has completed in the past five years, giving the name of the project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

a. State average annual amount of construction work performed during the past five years.

I certify that to the best of my knowledge the information given in response to each question is full, complete and truthful.

I acknowledge that the City of Danbury (the "City") may, by means it deems appropriate, determine the accuracy and truth of the statements made in this application.

I recognize that all the information submitted is for the express purpose of inducing the City to award a contract.

I authorize the City to contact any entity named in the application for purposes of verifying the information supplied by the applicant.

_____/_____
Name (print) Date

_____/_____
Signature Title

STATE OF

SS:

COUNTY OF

_____ the signer of the above statement, being sworn that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed before me this _____ day of _____ 2020.

Notary Public

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 City of Danbury is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

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
Street

Bid Title
Bid #

CONTRACT

This Agreement for the construction of Project No. 08-20-21-01 comprising Line Stop and Insertion Valve Installation FY 2020 and related work in Danbury, Connecticut made and entered into triplicate this _____ day of _____, in the year Two Thousand and Twenty, by and between the City of Danbury, hereinafter designated the "City", party of the first part, and _____ hereinafter designated the "Contractor", party of the second part.

WITNESSETH: That the parties to these presents, for themselves and for their successors or assigns, each in the consideration of the undertaking, promises and agreements on the part of the other herein contained, do hereby covenant, undertake, promise, and agree as set forth in the following pages:

Art. 1. AGREEMENT. The Contractor shall do all work and furnish all tools, plant, equipment, labor, and materials, except such as may be hereinafter specifically excluded, necessary, or proper for performing and completing the work specified herein.

Art. 2. DEFINITIONS. A number of words frequently used in the Contract Documents shall have the following meanings:

"ADDENDA" Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.

"BID" The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

"BIDDER" Any person, firm or corporation submitting a Bid for the Work.

"BONDS" Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

"CHANGE ORDER" A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

"CITY" shall mean the City of Danbury, the subscribing party of the first part entering into this Contract, or any of its officers or employees duly authorized to act in the execution of the work covered by this contract.

"CONTRACT" shall refer to this Agreement, also to the sum total work subject to this agreement.

"CONTRACTOR" (with a Capital "C"), or a pronoun in place thereof, shall mean the subscribing party of the second part entering into this Contract, and his or its legal representative. For convenience, the Contractor is referred to herein as an individual.

"DRAWINGS" shall mean the Contract Drawings and all supplementary drawings furnished by the Engineer pertinent or supplemental thereto, and such detail and working drawings as the Contract Documents may require the Contractor to furnish, when such drawings have been duly approved.

"ENGINEER" or a pronoun in place thereof, shall mean the person, or his authorized representative, who is designated by the City and acts as its agent in the inspection and general direction of the construction work embraced in this Contract.

"FIELD ORDER" A written order effecting a change in the Work not involving an adjustment in the contract price or an extension of the contract time, issued by the City or its duly authorized representative to the Contractor during construction.

"HUD" shall mean the United States of America (acting through the Department of Housing and Urban Development) which (subject to the provisions of a contract for financial aid with the CITY) has agreed to purchase certain obligations of the CITY to aid in financing the work to be performed under the Contract. However, nothing contained in the Contract shall be construed to create any contractual relationship between the Contractor and HUD.

"MATERIAL" (or "materials") shall mean all the things of any kind, nature, and class as may be specified which become a part of or are used in the construction of the work, together with all manufactured or prepared materials, articles, equipment, accessories, appliances, appurtenances, supplies, and parts used therein or placed thereon.

"PHRASING" Wherever in the specifications or upon the drawings the words "directed", "required", "permitted", "ordered", "designated", "approved", or words of like import are used, it shall be understood that the direction, requirements, permission, order, designation, or approval of the Engineer is intended. Wherever in the specifications the words "detailed", "noted", "shown", or words of like import are used, it shall be understood that these words mean as detailed, noted, or shown on the drawings; and where the word "specified" is used, it shall be understood to mean as specified herein.

"SHOP DRAWINGS" All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"SITE" shall mean the area or areas of ground which is the location for the performance of work.

"SPECIFICATIONS" A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

"STRUCTURES" shall mean the concrete, masonry or steel bridges, retaining walls, buildings, chambers, or other works which are to be built under this Contract, or which may be encountered in the work, and which are not otherwise classified herein.

"SUBCONTRACTOR" An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"SUPPLIER" Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

"SURETY" shall mean the person, persons, or corporate body which is bound with and for the Contractor, and which binds itself or himself for the payment of all debts pertaining to, and for the acceptable performance of, the work for which he has contracted, as more particularly set forth in the Performance and Payment Bond.

"WORK" shall mean all plant, labor, materials, supplies, the structures or parts thereof, on

which work is underway or completed, equipment, rentals, insurance, Performance and Payment Bond, and other facilities and things agreed to be furnished and done by the Contractor, and necessary or proper for or incidental to the carrying out and completion of the terms of this Contract, including all shop and field tests of equipment and structures, operation of equipment, and maintenance for one year.

Art. 3. CONTRACT DOCUMENTS. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Advertisement, Information for Bidders, Proposal, Bid Bond, Performance and Payment Bond, Certificate of Attorney, Specifications (General Provisions and Contract Items), Drawings, and all Addenda. The Contract Documents are complementary and what is called for by any one or more of them though not mentioned in the others, shall be as binding as if called for by all of them. In case of any conflict or inconsistency between the provisions of the Contract and the specifications, the provisions of the Contract shall govern. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively, in both. In case of any conflict or inconsistency between the drawings and specifications, the matter shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive and binding on the Contractor, as if same were specifically set forth in the Contract.

Art. 4. SCOPE OF THE WORK. The Contractor shall, under the bid and stipulated prices, furnish all labor, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and any and all other means of construction necessary or proper for performing and completing the work; do all work including extra and additional work, and pay all costs incidental thereto as provided in Art. 38; restore to their original condition all surfaces disturbed; bear all costs of insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work; except as herein provided; take all risks of whatever nature; indemnify the City from all claims, as herein provided; obtain and pay for all permits unless otherwise provided; conform to all federal, state, county, local or municipal legislation and requirements; undertake all cutting, fitting, and/or patching of his work required to bring it into conformity with the Contract Documents; leave intact the work of adjoining contractors, unless otherwise ordered; perform and complete the work, including all operating tests to the

satisfaction of the Engineer, and in the manner best calculated to promote rapid construction and consistent with safety of life and property, and in strict accordance with the Contract Documents; protect the work during construction; clean up the work during and after construction; and maintain it until final acceptance or as provided in Art. 19.

The Contractor shall, under the bid and stipulated prices, do all work and pay all costs of cutting, fitting, patching, protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface, and overhead structures, and all other property, including the work of other contractors, and pipe, conduits, ducts, tubes, chambers, and appurtenances, public or private, in the vicinity of the work.

It is intended that the unit and lump sum prices bid and stipulated include all the work to be done which will result in a complete installation of first class workmanship and material ready for operation, and that any appurtenant accessory, or work allied to any particular item of work and necessary for its proper operation or completion will be furnished and installed under the unit and lump sum prices bid and stipulated under this Contract.

Art. 5. REPRESENTATIONS OF CONTRACTOR. The Contractor represents and warrants:

(a) that he is financially solvent and that he is experienced in and competent to perform the type of work, and to furnish the plant, materials, supplies, and equipment, to be so performed or furnished by him.

(b) that he is familiar with all federal, state, county, and municipal laws, ordinances, and regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special acts relating to the work or the project of which it is a part,

(c) that such temporary and permanent work required by the Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property, and

(d) that he will make no claims against the City, if in carrying out the project he finds that the actual conditions encountered do not conform to the information shown in the Contract Documents, or the conditions that might be expected from surface and/or subsurface indications.

Art. 6. RESPONSIBILITY OF CONTRACTOR. The Contractor shall take all responsibility of the work, shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions, encumbrances, or difficulties which may be encountered, or from the breaking of or leakage from any pipe, water main or sewer, or because the nature of the land in or on which the work is done is different from what is assumed or was expected, or on account of the weather, floods or other causes, or from delayed deliveries of equipment required for any related or adjoining contract; and he shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims of any kind arising from the performance of this Contract, except claims for injuries to or death of employees of the City not due to negligence of the Contractor or of any subcontractor performing any portion of the work included in this Contract.

Art. 7. SUBCONTRACTORS. If the Contractor shall cause any part of this Contract to be performed by a subcontractor, the provisions of this Contract shall apply to such subcontractor, and his officers, agents, and employees in all respects as if he and they were employees of the Contractor, and the Contractor shall not be in any manner thereby discharged from his obligations and liabilities hereunder, but shall be liable hereunder for all acts, defaults, and negligence of the subcontractor, his officers, agents, and employees as if they were employees of the Contractor. The employees of the subcontractor shall be subject to the same provisions hereof as the employees of the Contractor; and the work and materials furnished by the subcontractor, and the insurance requirements, shall be subject to the same provisions hereof as those furnished directly by the Contractor.

The Contractor before making any subcontract for any portion of the work, shall state in writing to the City the name of the proposed subcontractor, the nature and extent of the work to be done or the materials or equipment to be furnished by such subcontractor, his place of business, and such other information as the City may require. The Contractor shall not award any subcontract until the proposed subcontractor has been approved by the City, and evidence has been presented to the City that employees of the subcontractor are protected by compensation insurance, and that the subcontractor has taken out public liability and property damage insurance, as required by this Contract.

The City reserves the right to withhold approval of subcontracts, the sum total of which exceeds 60 percent of this Contract, and to require the Contractor to perform directly with his own employees not less than 40 percent of the total value of the Contract held by him, such percentages to be calculated on the basis of the estimated contract amount, as entered in Art. 21.

Upon approval by the City of any subcontractor, the Contractor shall file with the City a true copy of his contract with such subcontractor before the latter commences work, and in any event within 2 weeks after approval.

Art. 8. PERSONAL ATTENTION AND ASSIGNMENT. The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized competent representative, on the site, continually during its progress, to receive directions or instructions from the Engineer. He shall maintain an office at or near the site, where copies of the Contract Documents and of all working drawings shall be kept ready for use at any time. Orders from the Engineer left at this office shall be considered as delivered to the Contractor.

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract, or his right, title, or interest in or to the same or any part thereof, without the previous consent in writing of the City indorsed upon the copies of the assignment filed in the office of the City, and he shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract, unless by and with the like consent signified in like manner.

If the Contractor shall, without such previous written consent of the City, assign, transfer, convey, sublet, or otherwise dispose of this Contract, or of his right, title or interest therein or any of the moneys to become due under this Contract, to any other person, company or other corporation, this Contract may, at the option of the City, be revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to his assignee or transferee; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors, made pursuant to the statutes of the State of Connecticut; and no right under this Contract, or any moneys to become due hereunder, shall be asserted against the City in law or equity, by reason of any so-called

assignment of this Contract, or any part thereof, or of any moneys to grow due hereunder, unless authorized as aforesaid by the written consent of the City.

In the event the City will elect to terminate the Contract under the terms of this Article, the surety shall continue to remain liable for any and all claims which the City may have against said Contractor.

Art. 9. SUPERINTENDENCE BY CONTRACTOR. The Contractor shall employ at the site during the performance of any part thereof a competent foreman or superintendent who shall be satisfactory to the Engineer, and all directions given such foreman or superintendent shall be as binding as if given to the Contractor.

Art. 10. COMPETENT WORKMEN. The Contractor shall employ only competent, skillful men to do the work, and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work, and shall not again be employed on it, except with the consent of the Engineer.

Art. 11. TIME OF DOING THE WORK. The Contractor shall commence the work embraced in this Contract within 10 calendar days after the execution of this Contract, and shall complete the same in all respects, except for maintenance within the time limit specified in Art. 11 of the "Information for Bidders."

Art. 12. NIGHT, WEEKEND AND HOLIDAY WORK. Unless otherwise especially permitted by the Engineer, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Saturday, Sunday or Holidays, except as necessary for the proper care and protection of the work already performed. If the Engineer approves Saturday and Sunday work, the Noise Ordinance hours must be adhered to. The Engineer shall be informed a reasonable time in advance of the beginning of performance of such work. Only such work will be permitted at night as can be done satisfactorily and in a first class manner and without disturbance to adjoining property owners. Good lighting and all other facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done. The parties hereto recognize and agree that the work is affected with a public interest, affecting the health, safety, and general welfare of the people of the City of Danbury.

Art. 13. CONSTRUCTION PROGRAM. Within 2 weeks after the signing of the Contract, the Contractor shall prepare and submit for approval six copies of a detailed chronological construction program or time table, setting forth clearly each stage of the work and the time allowed for each stage, including approximate delivery dates of

materials, and the time allowed for the installation of materials, in order to complete all the work fully within the time fixed herein, and, if required, he shall revise and resubmit the program until it is approved. Confirmed delivery dates for materials shall be furnished as soon as practicable after the submission of the construction program.

The Contractor, within 7 days after being notified of an unsatisfactory program, shall resubmit a revised program for approval. If, subsequent to the initial approval, unforeseen circumstances necessitate a modification of the approved construction program, as determined by the Engineer, the Contractor, within 7 days after such notification, shall submit a revised program for approval.

The Contractor shall adhere to such program, and, if necessary to do so, he shall supply, without increased cost to the City, additional labor and/or additional shifts of labor and overtime, and procure materials and equipment more promptly.

The Engineer shall have the right to order the Contractor to prosecute the work simultaneously at and from as many different points or parts as the Engineer may deem necessary to assure completion within the contract time. Failure to comply with any such work order shall constitute a breach thereof.

The Contractor shall also submit, with such construction program, his plans for plant and his specifications covering methods of construction and of handling materials which he proposes to use in the performance of work. Approval, however, of any proposed plans of plant and such specifications shall not be deemed to relieve the Contractor of any liability or responsibility placed upon him by this Contract or by law.

Art. 14. TIME OF THE ESSENCE. Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the City to proceed with its normal economic life and are to minimize damage to the safety and welfare of the people of the City, such provisions are of the essence of this Contract.

Art. 15. EXTENSIONS OF TIME: NO WAIVER. If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control, and without his fault or negligence, including but not restricted to, acts of God or of the public enemy, acts or neglect of the City, acts or neglect of any other

contractor, fires, flood, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freightembargoes, the period specified herein above for completion of his work may be extended by such time as shall be fixed by the City.

No such extension of time shall be deemed a waiver by the City of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

Art. 16. USE: NO WAIVER. Neither the acceptance by the City or the Engineer, or any of their agents, employees, or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided in Art. 19), or of any power or right herein reserved to the City or Engineer, or of any right of the City to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the City shall also be entitled as a right to writ of injunction against any breach of any of the provisions of this Contract.

The City reserves the right to occupy in whole or in part any structure or structures, or any part or parts thereof, built hereunder, or in which, or in any part of which, work is performed hereunder, and also to use for the purpose intended any equipment or any part thereof, furnished and installed by the Contractor whenever, in the opinion of the Engineer, any portion of the work is completed or is in an acceptable condition for use.

The use of any such portion of the work shall be considered a test or trial, and shall not be held in any way a final acceptance of the portion of the work used or a waiver of any portion of these Contract Documents except as herein before provided. The only right, except as herein before

provided, that the Contractor shall have by reason of such acceptance or use, shall be to request an extension of time for completion of this Contract, as approved by the City, if such occupancy and use shall delay the completion of the work remaining to be performed.

Art. 17. SUSPENSION OF WORK. The City reserves the right to suspend the whole or any part of the work herein contracted to be done, if it shall deem it for the best interests of the City so to do, without compensation to the Contractor for such suspension, except as provided in Art. 63.

Art. 18. ADDITIONAL TIME FOR PERFORMANCE. If the said work shall be delayed in consequence of any act or omission of the City (which shall be determined by the City, and whose determination and certification thereof shall be binding and conclusive upon the Contractor), the Contractor shall be entitled to such additional time within which to complete the Contract on his part as the City, in its judgment, shall deem to be required.

Art. 19. MAINTENANCE. During a period of one year (except for mechanical and electrical components, as described below) subsequent to the date of the acceptance of the work, as defined in Art. 28, by the City, or as provided hereinafter, the Contractor agrees to replace the material which does not conform to Contract requirements, and to repair any damage of the material or of the work, without cost to the City, to the satisfaction of the Engineer, and in conformity with the Contract Documents, provided that orders for such replacements or repairs are received by him in writing within the one year period. However, electrical equipment and/or mechanical equipment installed as part of the project are to be maintained by the Contractor through two (2) winter and two (2) summer seasons before the electrical equipment and/or the mechanical equipment are finally accepted by the Engineer and the two percent (2%) retainages associated with said electrical equipment and/or mechanical equipment are released. The Contractor is not obligated thereby to do any work of replacement or repair that he may prove, to the satisfaction of the Engineer, to have resulted from abuse of the work, or materials, by parties other than the Contractor, after the date when the City puts to use that part of the work requiring replacements or repairs, or has approved the Certificate of Completion, and has accepted the work.

If the City shall deem it necessary, and shall so order, such replacements or repairs shall be undertaken within 24 hours after service of notice. If the Contractor

unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the City shall have the right to make such replacements or repairs and the expense thereof shall be paid by the

Contractor or deducted from any moneys due the Contractor, or from any moneys of the Contractor retained by the City.

If the City puts any structure or equipment to the use for which it is built or installed, previous to the acceptance of all work under the Contract, the maintenance period for such structure or equipment shall be calculated from the time when such use begins. The Contractor will be responsible for regularly scheduled tuneups/maintenance of the electrical equipment and/or mechanical equipment during the above noted two (2) year Contractor maintenance period relative to said electrical equipment and mechanical equipment.

Art. 20. RETAINED PERCENTAGE DURING MAINTENANCE PERIOD. There will be retained without interest by the City for a period of one year from the date of "acceptance of the work", as defined in Art. 28, 2 percent of the value of the total work done as shown on the final estimate, to insure the maintenance and repair or replacement of the work or materials by the Contractor, as required by the terms of this Contract. In the case of any electrical equipment and/or mechanical equipment installed as part of the project work, the two percent (2%) retainage related to said electrical equipment and/or mechanical equipment will not be released until the electrical and/or mechanical systems have experienced two (2) winter and two (2) summer seasons and the electrical equipment and/or mechanical equipment are deemed as performing in a manner satisfactory to the Engineer.

Art. 21. COMPENSATION TO BE PAID TO CONTRACTOR. The City will pay, and the Contractor shall receive, the price set forth for the lump sum and/or unit prices bid in the Proposal.

Art. 22. NO CLAIM FOR BID QUANTITIES. The Contractor admits that the estimated quantities of the several classes of work and kinds of material stated in the Proposal are approximate and are to be used only for the purpose of comparing bids offered for the work. The Contractor agrees that he will not hold responsible the City, its officers and agents should any of the estimated quantities be found not even approximately correct; and that he will make no

claim for anticipated profits or for loss of profit, because of a difference between the quantities of work actually done or materials actually delivered and the estimated quantities stated in the Proposal.

Art. 23. BREAKDOWN STATEMENT - LUMP SUM BIDS. At the time of the signing of the Contract, the Contractor shall furnish the Authority triplicate copies of a breakdown

statement of his lump sum bid in the Proposal, in such detail and form as will be acceptable to the Engineer, for use in preparing the periodic estimates. The breakdown shall show the delivered price of material and the allowance for installation, which may be enumerated in any periodic estimate for payment as provided in Art. 24; and shall be so made as to facilitate the preparation of periodic estimates.

Art. 24. MATERIALS INCLUDED IN PERIODIC ESTIMATES. Allowances for payment to the extent listed herein, for all equipment and materials may be included in the next periodic estimate after the stages enumerated herein have been reached:

(a) upon completion of delivery, 65 percent of the delivered price.

(b) upon completion of erection or installation, 85 percent of the installed price, and

(c) upon successful completion of acceptance tests, 100 percent of the installed price.

All such equipment and materials included for payment in the periodic estimate shall be and become the property of the City and, on demand, the Contractor at his own expense shall promptly execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered to the City for any and all such equipment and materials included in any periodic estimate, proper bills of sale or other instruments in writing in a form and as required by the City from the Contractor and from any person, firm, or corporation manufacturing for, or selling or shipping or delivering to the Contractor any such equipment and materials, conveying and assuring to the City title to such material included in such estimate free from all liens and encumbrances; and the Contractor at his own expense shall mark such materials as the property of the City and shall take such other steps, if any, as the City may require or regard as necessary to vest title in the City to such equipment and materials free from all liens and encumbrances. The Contractor shall, however,

notwithstanding such transfer of title to the City be absolutely responsible to the City for any loss or damage to such equipment and materials until the same shall have been completely installed and tested, all work under the Contract completed and accepted, and shall at his own cost replace any equipment and materials lost or damaged.

Art. 25. PREPARATION OF ESTIMATES. Preliminary drafts of estimates for periodic or monthly payment shall be delivered to the office of the Engineer no later than the fifth day of the month following the period covered by such estimate. After the preliminary drafts have been approved, final drafts of such estimates shall be prepared by the Contractor, and delivered to the office of the Engineer no later than the tenth day of the month following the period covered by such estimate. Classes of work listed on a periodic estimate shall be only those approved, and in the quantities so approved. Equipment, materials, and work shall be considered only to the extent, approved by the Engineer, as indicated on daily report sheets, as of the date on which the work was done.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than Two Thousand Dollars (\$2,000.00).

Deviation from the above procedure by the Contractor will result in disapproval of the estimate. The work and materials included on such disapproved estimate shall not be submitted for consideration until the next periodic estimate is submitted.

Art. 26. DAILY REPORTS AND DELIVERY SLIPS. Daily reports shall be prepared by the Contractor on forms supplied by the Engineer, and shall be submitted to the Engineer on or before noon of the day following the day's work reported, properly prepared and signed.

The Contractor shall furnish the Engineer with copies of delivery slips covering all materials, delivered to the site, which is to be included in any periodic estimate. All materials delivered to the site, whether from a supplier's warehouse or from the Contractor's stock, shall be covered by such delivery slips. Delivery slips shall be submitted daily with the daily report sheets.

Deviation from the above procedure by the Contractor, as to daily reports and delivery slips, will result in disapproval of items of work. Such disapproved items shall not be included in any periodic estimate until properly reported on daily reports and/or on approved delivery slips.

Art. 27. PAYMENT. Not later than sixty (60) days from the date of the City's receipt of the final draft of a periodic or monthly payment estimate as set forth in Art. 25, the City will make partial payment to the Contractor on the basis of the estimate of the work performed during the preceding period by the Contractor, and duly approved and certified by the Engineer, which estimate includes the allowances set forth in Art. 24. All such payments shall be considered tentative only, subject to correction in the final estimate, and need not be based on accurate measurement. These payments are to be made purely to aid the Contractor to meet his current bills and for no other purpose.

The City will retain five percent (5%) of the amount of each such estimate until final completion and acceptance of all work covered by this Contract.

The Contractor shall pay:

(a) for all transportation and utility services not later than the twentieth day of the calendar month following that in which such services are rendered, and

(b) for all materials, tools, and expendable equipment and supplies to the extent of 90 percent of the cost thereof, not later than the twentieth day of the calendar month following that in which such materials, tools, and equipment are delivered at the site, and the balance of the cost thereof not later than the thirtieth day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and

The Contractor shall also:

(c) submit and maintain at all times during the term of this contract a labor and materials payment bond in accordance with law and the requirements of the City and sufficient to assure full payment for any and all labor or materials used on the Work. In the event that the work to be performed hereunder involves the construction, alteration or repair of any public building or public work of the City of Danbury and the compensation to be paid to the Contractor exceeds \$1,000.00, the general Contractor shall, within thirty (30) days after payment to the Contractor by the City of Danbury, pay any amounts due any subcontractor whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the City. The general Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether

for labor performed or materials furnished, within twenty (20) days after such subcontractor receives a payment from the general Contractor which encompasses labor or materials furnished by such subcontractor.

Failure by the Contractor to defray the charges listed in (a), (b), and (c), herein before, shall constitute grounds for disapproval by the Engineer of the current periodic estimate for partial payment.

Art. 28. CERTIFICATE OF COMPLETION. Upon completion of all project work required, including all components of the work being done by all other contractors involved in this project, except maintenance, as explained in Art. 19 the Engineer shall file a Certificate of Completion with the City and with the Contractor certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract. Approval of the Certificate of Completion by the City shall constitute "acceptance of the work".

Art. 29. FINAL ESTIMATE AND SEMI-FINAL PAYMENT. Upon completion of all project work required, including all components of the work being done by all other contractors involved in this project, except maintenance, as explained in Art. 19, the Engineer shall file with the City a "final estimate" stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor, including Extra Work and compensation therefor, under and according to the terms of the Contract. The City reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate.

Within sixty (60) days after the receipt of the final estimate, the City will pay to the Contractor the amount therein stated, less the 2 percent retained in accordance with Art. 20, and less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction by this payment, which is throughout this Contract called the semi-final payment. In any event, the semi-final payment will not be released to the Contractor until all outstanding claims against the Contractor shall have been satisfied.

Art. 30. ACCEPTANCE OF SEMI-FINAL PAYMENT CONSTITUTES RELEASE. The acceptance by the Contractor of the semi-final payment shall be and shall operate as a release for all things done or furnished in connection with this work and for every act of the City and others relating to or arising out of this work. No payment, however, semi-final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this Contract or the Performance and Payment Bond.

Art. 31. FINAL CERTIFICATE AND FINAL PAYMENT. One year after the date of acceptance of the work by the City, as defined in Art. 28, the Engineer shall file with the City a "final certificate" certifying that all work has been performed and materials supplied in full accordance with the terms of the Contract and stating therein the amount retained during the maintenance period, and any costs to compensate for additional claims put forward by the Contractor as described in Art. 35. Upon approval of the final certificate by the City, The City will pay, to the Contractor the amount therein stated.

Final payment, however, will not be released to the Contractor until:

- (a) he presents proof that all claims against the Contractor have been satisfied, and
- (b) he secures and files with the City statements from owners of utilities and other property owners that the Contractor has satisfactorily maintained, replaced, and restored their property at the site.

However, in the case of electrical equipment and/or mechanical equipment installed as part of the project work, the acceptance of said electrical equipment and/or mechanical equipment shall be two (2) years after the acceptance of the work by the City, as defined in Art. 28 (after two (2) winters and two (2) summer cycles). All other requirements of this article pertain for said electrical equipment and/ or mechanical equipment.

Art. 32. CITY'S RIGHT TO WITHHOLD PAYMENTS. The City may withhold from the Contractor as much of any approved payments due him as many in the opinion of the City be necessary:

- (a) to assure the payment of just claims of any persons supplying labor or materials for the work then due and unpaid,

(b) to protect the City from loss due to defective work not remedied, or

(c) to protect the City from loss due to injury to persons or damage to the work or property of other contractors, subcontractors, owners of utilities, or others caused by the act or neglect of the Contractor or of any of his subcontractors.

The City shall have the right, as agent for the Contractor, on orders of the Contractor, or with the sanction of a court having jurisdiction, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such moneys shall be deemed payments for the account of the Contractor.

If the moneys retained under this Contract are insufficient to pay the sums found by the City to be due under the claims for labor and materials, the City may, at its discretion, pay such sums, and the Contractor shall repay to the City all sums so paid out.

Art. 33. LIENS: If any time before or within sixty (60) days after the whole work herein agreed to be performed and all the labor and material herein agreed to be performed or delivered, shall have been performed or delivered, or completed and accepted by the City, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the City, any such notice as is described in the Lien Law, the City shall retain until the discharge thereof, from the moneys under its control, so much of such moneys as shall be sufficient to satisfy and discharge the amount in such notice claimed to be due, together with the costs of any action or actions that may be brought to enforce such lien created by the filing of such notice.

Art. 34. POWERS OF ENGINEER. The Engineer shall make all necessary explanations as to the meaning and intent of the specifications and drawings, shall give the orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this Contract, shall have the right to determine the adequacy of the Contractor's quantity, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for; he shall determine all questions in relation to said work and the construction thereof; and he shall decide in all cases every question which may arise relative to the fulfillment of this Contract on the part of

the Contractor. His estimate and decision shall be final, conclusive and binding upon said Contractor.

In case any question shall arise between the parties hereto, touching this Contract, the aforesaid estimate and decision by the Engineer shall be a condition precedent to the right of the Contractor to receive any money under this Contract. Any differences or conflicts which may arise between the Contractor and other Contractors of the City in regard to their work shall be adjusted and determined by the Engineer. Nothing herein contained shall relieve the Contractor from his or its status as an independent contractor.

Art. 35. EXAMINATION OF WORK. The Contractor shall furnish the Engineer on request full facilities for ascertaining that all work is being done strictly in accordance with the requirements of the specifications, drawings, and the intent of this Contract, even to the extent of uncovering or taking out portions of finished work. Should the work thus exposed or examined prove satisfactory, the uncovering or taking out and the replacing of the covering or making good of the parts removed, shall be paid for under the provisions of Art. 38, but should the work exposed or examined prove unsatisfactory, the uncovering, taking out, replacing, and making good shall be at the expense of the Contractor.

Art. 36. ACCESS TO SITE. The City and its engineers, inspectors, agents, and other employees shall for any purpose have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor, including ladders and scaffolds. Other parties who may enter into contracts with the City for doing work within the territory covered by this Contract, shall, for all purposes which may be required by their contracts, be accorded the rights of access to the site of those parts of the work for which they are under contract.

Furthermore, the City and its engineers, inspectors, and agents shall, at all times, have immediate access to all places of manufacture where materials are being made for use under this Contract and the Contractor shall provide full facilities for determining that all such materials are being made strictly in accordance with the specifications and drawings.

The Contractor shall, whenever so requested, give the Engineer access to the proper orders for materials, invoices, bills of lading, etc.

Art. 37. DEFECTIVE WORK AND UNSUITABLE MATERIALS. The inspection of the work by the Engineer shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein prescribed and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials may have been previously inspected by the Engineer and accepted or estimated for payment.

If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, without compensation, in a manner satisfactory to the Engineer, and if any materials brought upon the site for use in the work, or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith discard such materials and remove them a satisfactory distance from the site.

If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten (10) days after the service by the Engineer of an order to replace such defective work or discard such materials, or to prove to the satisfaction of the City that he is initiating effective efforts to replace defective materials, the City may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid the Contractor. If during the maintenance period provided for in Art. 19, any work done in accordance with that article shall be found defective before the end of the maintenance period, such defective work shall be made good in the same manner as provided in this article.

Art. 38. EXTRA WORK. The term "Extra Work" shall include additional work over and above that required by the Contract Documents. The City may at any time, by written order, and without notice to the sureties, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. No claim for Extra Work will be considered or allowed unless such Extra Work shall have been previously ordered by the City in writing, and the method of payment determined as hereinafter set forth. In case any Extra Work shall be required in the proper performance or completion of the work contemplated to be done under this Contract, it is understood that the City reserves the right to have such Extra Work done by any person, persons, or corporation other than the Contractor, unless an agreement upon the prices to be paid for such Extra Work can be promptly reached between the City and the

Contractor. Should said Extra Work be done by any person, persons, or corporation other than the Contractor, all of the provisions of Art. 40 shall apply and Contractor agrees to make no claim for damages or for any privileges or rights, other than that provided in the Contract, by reason of such work by others, except for an extension of time to perform this Contract as may be certified to the City by the Engineer, and approved by the City. All extra work is to be clearly documented with detailed description, photos, and rationale for the work.

The amount of compensation to be paid to the Contractor for any Extra Work, as so classified and ordered in writing, shall be determined by any of three methods, as approved by the City as follows:

(a) by such applicable unit prices, if any, as are set forth in the Contract; prices shall include overhead and profit for Contractor and subcontractor performing the work; or

(b) if no such unit prices are set forth, then by unit prices or by a lump sum (City reserves the right to request a detailed breakdown of such lump sum proposal) mutually agreed upon by the City and the Contractor, the above prices shall include a maximum of 15% markup, which shall include overhead, profit, administration, bond, insurance, etc. and any other associated costs to perform the work by the Contractor and subcontractor; or

(c) if no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then the Contractor shall receive the true necessary cost to him, contract wage rates, including workmen's compensation, public liability, bond, unemployment and social security insurance but exclusive of administration, general superintendence and profit, as determined by the Engineer, plus maximum 15 percent combined markup for the Contractor and subcontractor of all said necessary cost, which said combined markup shall include all costs and markups to the prime contractor and all subcontractors, which said 15 percent shall be considered as covering administration, general superintendence, profit, insurance, bond., and all other expenses not included in the net cost for the Contractor and subcontractor, and the Engineer's determination and certificate of such cost when approved by the City shall be binding and conclusive on the Contractor, and the Engineer shall be deemed the arbiter to determine the cost of such work. The 15 percent markup shall be applied only one time to each necessary cost. It is understood that before any work is started or materials are ordered, the rate to be paid for labor, materials,

equipment rental per the Blue Book monthly rate, and all other unit costs applicable to the work, and the number and kind of laborers, quantities of materials, types of equipment to be rented, and other supplies, equipment, or appurtenances to be used in initiating and continuing the work shall be mutually agreed to by the Contractor and the Engineer prior to the start of work, and the Contractor shall make no changes in the labor, materials, equipment, supplies, and appurtenances without prior approval. Prices paid by the Contractor shall be at current applicable Blue Book monthly rates for equipment, prorated for each day used, or prices mutually agreed to by the Engineer and the Contractor, and based on wage rates in the Contract or by certified payroll, or as agreed upon if no such wage rates exist in the Contract.

All components of cost, work performed, equipment, materials, and labor furnished, shall be reported on the daily report sheets and the Contractor shall be paid on the basis of the daily reports signed by the Engineer. No payment will be made for unsigned daily reports.

Art. 39. MODIFICATION OF AGREEMENT. Where conditions require an unforeseen and major change in the drawings after the Contract has been signed, the Contractor will undertake to enter into a Supplementary Contract at agreed prices to cover the cost of said new construction, and shall, if requested, waive any right to do such construction as Extra Work.

Art. 40. WORK BY OTHERS. The City reserves the right to do any work which may connect with, become part of, or be adjacent to the work embraced in this Contract, at any time, by contract or otherwise.

The Contractor shall not molest, interfere with, nor place any obstructions in the way of such other contractor or other person or persons the City may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where contractors cannot agree as to who has precedence in any location, decision shall rest with the Engineer.

When the territory of this Contract is the necessary or convenient means of access for the transportation of men, materials, equipment, or appliances for the execution of work by others, the privilege of access thereon or trespass thereon or any other reasonable privilege maybe granted by the Engineer. Employees of the Contractor shall not enter

upon adjoining property to underpin or protect adjoining structures or for any other purpose whatsoever except with the written permission of the owners or lessees as provided by law.

This Contractor shall work in conjunction with and in cooperation with all other contractors at the site, to avoid disputes and to secure rapid progress of the work under this Contract and under other contracts. If work under this Contract endangers or interferes with any structure or a part thereof, or a permanent installation of any nature whatsoever, whether any of the foregoing are the work of this Contract or of other contractors, such dangers and interference shall be prevented or eliminated by adequate protection or removal; all necessary reconstruction or relocation shall be done as directed by the Engineer unless the Contract Documents specifically exempt the same. Any and all such protection, relocation and/or construction deemed necessary by the Engineer as required under this Contract shall be at the expense of this Contractor. The Contractor shall have no claim for damage against the City because of action by the City under this article and his only right shall be to apply for an extension of time for completion.

Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the City for the performance of any work upon or at the site, or of any work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder; or through any act or omission of a subcontractor of such a contractor, this Contractor shall have no claims against the City for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been inserted in the contracts between the City and other contractors, who are performing or who will perform work upon or at the site, or will perform work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder.

Should any other contractor having or who shall hereafter have a contract with the City for the performance of work upon or at the site, or of any work which may be necessary to be performed for the proper prosecution of the work to be performed hereunder, sustain any damage through any act or omission of the Contractor hereunder, or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages, and indemnify and hold the City harmless from all such claims.

Art. 41. CONTRACTOR'S CLAIM FOR DAMAGE. If the Contractor shall claim compensation for any alleged damage sustained by reason of acts of the City or its agents, he shall, within five (5) days after the sustaining of such alleged damage, make a written statement to the Engineer of the nature of the damages sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the Engineer an itemized statement of the details and amount of such alleged damage, and unless such statement shall be made as thus required, his claim for compensation shall be disallowed and invalidated, and he shall not be entitled to payment on account of any such alleged damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the City, produce for examination by the representatives of the City all his books of accounts, bills, invoices, pay-rolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books, and cancelled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself and persons in his employ for examination under oath by any person designated by the City to investigate claims made against the City. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor and his employees submit themselves for examination as aforesaid, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for the moneys certified by the City to be due under the provisions of this Contract.

Art. 42. PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously and adequately protect the work to be performed under this Contract against damage and shall protect and safeguard all materials furnished by him whether or not incorporated in the work, against damage from any cause, and shall make good any such damage unless it be due directly to errors in the Contract Documents or be caused by agents or employees of the City. To the extent required by law, by public authority, or by local conditions, the Contractor shall adequately protect adjacent property and shall provide and maintain all passageways, guard fences, lights, and other facilities for protection. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may

be in any way affected by the excavations or other operations connected with the construction of the project.

Art. 43. ACCIDENTS. The Contractor, during the performance of work, shall take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep suitable and sufficient lights and other signals, and shall indemnify and save harmless the City, its officers, and agents, from all damages and costs to which they may be put by reason of injury to the person or property or another resulting from his negligence or carelessness in the performance of the work, or in safeguarding the same, or from any improper materials, implements, or appliances used in its construction, or on account of any act or omission of his Contractor or his agents. The whole or so much of the moneys due under and by virtue of his Contract as shall be considered necessary by the City, may, at its option, be retained by the City until all suits or claims for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the City.

Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

Art. 44. LIABILITY OF CONTRACTOR. Subject to the provisions of Connecticut General Statutes Section 52-572k, the Contractor hereunder shall be liable for all injuries to persons or damages to property, and neither the approval of the Architect or Engineer of the methods of doing the work nor the failure of the Architect or Engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect on the Architect or Engineer to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall excuse the Contractor.

Art. 45. RIGHT OF PROPERTY IN MATERIALS. Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the work or the soil, nor in materials which have been accepted for periodic payment at the site, as provided in Art. 24, by all such materials shall upon being so attached or affixed, or so accepted, become the property of the City.

Art. 46. LAWS, ORDINANCES, AND REGULATIONS. The Contractor will be required to comply with all federal, state, county, and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, either with respect to hours or labor or otherwise, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings, specifications or Contract for this work in relation to any such law, ordinance, regulation order or decree he shall forthwith report the same to the Engineer in writing. He shall at all times himself observe and comply with and shall cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

Art. 47. PAYMENT OF EMPLOYEES. The Contractor shall comply with the regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276C, and any amendments or modifications thereto. The Contractor shall cause appropriate provisions to be inserted in any subcontracts for the work which he may let to insure compliance with said Anti-Kickback Regulations by all subcontractors subject thereto, and the Contractor shall be responsible for the submission of affidavits required of subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the City shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the City may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the City pursuant to other provisions of this Contract.

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 \$1,000,000 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 the following shall apply:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, and 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 the City of Danbury. 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.

In the event that the foregoing provisions do not apply to work to be performed hereunder, wages paid to any mechanic, laborer or workman 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 the City of Danbury, and based upon the wage schedule and rates therein set by the U.S. Department of Labor for the Danbury area. The rates so established shall at all times be considered as the minimum rate for the classification for which it was established.

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.

Art. 48. LOCAL PREFERENCE. The contractor agrees to comply with the provisions of Danbury Municipal Charter Section 8-7 as well as 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, the contractor agrees that in the employment of mechanics, laborers and workmen 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 Danbury Labor Market Area as established by the State Labor Commissioner, 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 hereof 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.

Art. 49. PAYROLLS, REPORTS, AND RECORDS. The Contractor and each of his subcontractors shall submit to the City such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the City may request concerning work performed or to be performed under this Contract.

The Contractor and each of his subcontractors shall prepare his payrolls on forms prescribed and in accordance with instructions to be furnished by the City. Within 7 days after the regular payment date of the payroll, the Contractor shall deliver to the City a certified legible copy or copies of each such payroll. Each such payroll shall be sworn to in accordance with the Federal Regulations made pursuant to the Anti-Kickback Regulations. The Contractor and each of his subcontractors shall preserve weekly payroll records for a period of 3 years from date of completion of the Contract.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplies have been duly paid and by such other data as the City may require.

The Contractor shall not carry on his payroll any person not employed by him. The Contractor shall not carry on his payroll employees of a subcontractor, but such employees must be carried only on the payrolls of the employing subcontractor.

The Contractor shall furnish, for the U.S. Department of Labor, Bureau of Labor Statistics, such labor reports as may be required.

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The Contractor and any subcontractor shall furnish proof with the weekly certified payroll form for the first week each employee starts work on the project that all persons performing the work of a mechanic, laborer or worker pursuant to classifications of labor under section 31-53 on a public works project, pursuant to such contract, have completed a course of at least ten (10) hours duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course required under subsection (a) of CGS 31-53b who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

Art. 50. INSURANCE. The Contractor shall not commence work under the Contract until he has obtained all insurance required under this article and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the City and shall be subject to the approval of the City for adequacy of protection before the execution of the Contract.

All policies relating to this Contract shall be so written that THE CITY SHALL BE NOTIFIED OF CANCELLATION OR CHANGE AT LEAST THIRTY (30) DAYS PRIOR to the effective date of such cancellation or change. All policies relating to this Contract shall be written on a claims occurred policy.

Certificates from the insurance carrier shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. THE CITY OF DANBURY and TATA & HOWARD, INC. SHALL BE NAMED AS AN ADDITIONAL INSURED. Renewal certificates covering the renewal of all policies expiring during the life of the Contract shall be filed with the City not less than ten (10) days before the expiration of such policies.

A. Comprehensive General Liability Insurance.

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

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

The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit it shall immediately notify the City thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof.

B. Comprehensive Auto Liability Insurance.

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

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

C. Excess Liability Insurance.

The Excess Liability Policy coverage is in addition to the limits expressed in A. and B. above:

Bodily Injury, Property - \$5,000,000 (combined)
Damage and Auto - each occurrence

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

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

1) Workers' Compensation and Employer's Liability - Statutory Limits.

Art. 51. CHATTEL MORTGAGES. No materials, equipment or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials, equipment, and supplies used by him in the work.

Art. 52. PATENT RIGHTS. As part of his obligations hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties, required in respect to the work or any part thereof on any material or equipment installed or process used and will fully indemnify the City for any loss on account of infringement of any patent rights.

Art. 53. SALES AND USES TAXES. Owner is exempt from Connecticut State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the Contract Price. Upon award of the Contract and upon request, a State of Connecticut Tax Exemption Certificate shall be presented to the Contractor.

Art. 54. FEDERAL TRANSPORTATION TAXES. The Contractor will be exempt from payment of Federal Transportation Taxes in accordance with the provisions of Revenue Ruling 55-162 which exempts a state or political subdivision thereof from the Federal Transportation Tax on construction materials consigned to construction projects. Therefore, a Contractor covered by these specifications is authorized to consign to the City of Danbury in care of the Contractor any materials for shipment to the site which will be incorporated in the work.

The exemption applies only to construction materials and does not cover any transportation tax on fuel, lubricants, spare parts, and items of construction

equipment belonging to the Contractor which will not be incorporated in the project. The Contractor shall pay all transportation costs and demurrage which may be incurred in connection with the furnishing of all materials to the project.

The consignment authority as granted by the City of Danbury is to the Contractor. Should the Contractor employ subcontractors and others who furnish construction materials which are to be incorporated into the work, it will be necessary for the Contractor to authorize the consignment of such materials to the City in care of the Contractor, for shipment to the site. The Contractor shall be held responsible for the extension of this consignment authority.

Art. 55. UNLAWFUL PROVISIONS. If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder. It is the intent and understanding of the parties to this contract and it is hereby, so stipulated, that each and every provision of law required to be inserted in this Contract is deemed to be inserted herein and if any such provisions is not inserted or is not inserted in correct form, then this Contract shall be deemed amended by such insertion.

Art. 56. DAMAGES TO BE PAID THE CITY. The Contractor shall pay to the City:

(a) all expenses, losses, and damages, as determined by the Engineer, incurred in consequence of any defect, omission, or mistake of the Contractor or his employees, or the making good thereof,

(b) one hundred dollars (\$100.00) as liquidated damages for each proven instance of flagrant disregard of the orders of the Engineer,

(c) all costs of engineering field work and inspection between the completion date specified and the actual completion of the Contract, regardless of whether or not an extension of time may be approved.

The City shall have the right to deduct the amount of any such damage from any moneys due or to become due to the Contractor under this Contract; provided, however, that the City shall have the right in its discretion to extend the time for the completion of the work beyond the time stated

in this Contract. If the time for the completion of the work as aforesaid shall be extended by the City, then and in such case the City shall be fully authorized and empowered to deduct from any moneys due or to become due the Contractor under the provisions of this Contract, the amount of any damages determined as herein before stipulated for each day that the Contractor shall default for the completion of the work, beyond the date to which the time for said completion shall have been extended by the City, as provided in Art. 15 and Art. 18.

In the computation of the time actually taken to complete the whole work, exclusive of maintenance, the length of time (expressed in days or parts of days) during which the work or any part thereof has been delayed in consequence of any act or omission of the City (which shall be determined by the City, who shall certify to the same in writing, and whose determination and certificate thereof shall be binding and conclusive upon the Contractor) or has been delayed due to circumstances arising from any other cause completely beyond the control of the Contractor, shall be allowed to the Contractor and excluded from said computation.

The Contractor shall notify the City in writing of any delays beyond his control, and request an extension of time to cover such delays, unless such notice is given, suffering the Contractor to continue and finish the work, or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in nowise operate as a waiver on the part of the City or any of its rights under this Contract.

Art. 57. RIGHT OF CITY TO DECLARE CONTRACTOR IN DEFAULT. The City has the right to declare the Contractor in default:

(a) if the Contractor shall fail, within the time required, to begin the work to be done under this Contract, or

(b) if the work to be done under this Contract shall be abandoned, or

(c) if the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

(d) if 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 dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days, or

(e) if the Contractor shall fail to or refuse to regard laws, ordinances, and regulations, and such orders as may from time to time be given by the City or the Engineer with respect to the work, or

(f) if the Contractor shall refuse or fail, after notice from the Engineer, to supply enough properly skilled workmen or proper materials, or

(g) if the Contractor shall violate any of the provisions or covenants of this Contract or shall not perform the same in good faith in accordance with the terms thereof, or

(h) if the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

(i) if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(j) if the Contractor shall assign or sublet the work otherwise than as specified, or

(k) if the Engineer should be of the opinion and shall certify in writing to the City that the work or any part thereof is unnecessarily or unreasonable delayed, or that the Contractor is not complying with his orders, or is not executing the Contract in good faith, or that suitable and sufficient workmen, material, plant, power, tools, supplies, or other means of carrying on the work are not provided to carry out all requirements of the Contract, or

(l) if the Contractor has been debarred by HUD or the State of Connecticut.

Art. 58. UNFINISHED WORK COMPLETED BY THE CITY. Upon such declaration of default under the provisions of Art. 57, the City shall, by written notice, order the Contractor not to begin, or not to resume, or to discontinue all work under this Contract or any part of such work, and thereupon the Contractor shall not begin, or shall not resume, or shall discontinue all work or such part thereof, and the City shall thereupon have the power, in the manner

prescribed by law, to contract for the completion of the work or such part thereof, or to place such and so many persons as it may deem advisable by contract or otherwise to work at and to complete the work or part thereof, or so much of the work or part thereof, as the City may direct or may place under contract, and take possession of and use any or all plant, tools, appliances, equipment, supplies, property, and materials as the City may find upon the site, and procure or cause to be procured, by contract or otherwise, all other plant, tools, appliances, equipment, supplies, property, and materials for the completion of the same, and charge the whole expense of the completion of the work, or part thereof, to the Contractor.

Art. 59. PAYMENT TO CONTRACTOR FOR UNFINISHED WORK COMPLETED BY THE CITY. The expense so charged, as prescribed in Art. 58, and also liquidated damages for delay in the completion of the work, if any, as provided, shall be deducted and paid by the City out of such moneys as may be then due or may at any time thereafter become due under and by virtue of the Contract or any part thereof. In case such expense and liquidated damages if any, shall exceed the sum which would have been payable under this Contract, if the same had been completed by the Contractor, he shall and will pay the amount of such excess to the City; and in case such expense and liquidated damage, if any, shall be less than the sum which would be payable to the Contractor, if the Contractor had completed the Contract, he shall be entitled to the difference, subject to all the other terms, covenants, and conditions of this Contract.

Art. 60. PARTIAL WORK COMPLETED BY CONTRACTOR. When any particular part of the work included in this Contract is being carried on by the City, by a contract or otherwise, under the provisions of this Contract, the Contractor agrees to continue the remainder of the work in conformity with the terms of this Contract and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as provided in Art. 58, by the City, by contract or otherwise, to do any part of the work, or to complete the same under the provisions of this Contract.

Art. 61. ABANDONMENT OF WORK. Upon the Contractor abandoning the work under this Contract, the City shall have the right to take immediate possession of the plant, materials, and equipment upon the work as prescribed by law, for the purpose specified herein before, and no such plant, materials or equipment shall be removed so long as the same may be wanted for the work.

Liquidated damages for delay in completion of the work shall be computed for the time elapsing from the date when the Contractor should have completed the work under the provisions of this Contract, and the date of completion of the work under the provisions of Art. 58, as certified by the City.

Art. 62. CERTIFICATE OF COST OF WORK COMPLETED BY CITY. In the event of the City undertaking, by contract or otherwise, to perform the work or any part thereof as described in Art. 58 and Art. 61, the certificate of the Engineer, as to the amount of work done, the cost and amount of excess cost, if any, of performing or completing the work called for by this Contract, and as to the amount of liquidated damages hereunder, shall be binding and conclusive upon the Contractor, his sureties, successors, assigns, lienors, and to all claimants of any part of the moneys payable hereunder.

Art. 63. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the work on the Contract as a whole shall be stopped by order of the Court or any other public authority, for a period of 3 months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon 7 days' notice to the City discontinue his performance of the work and/or terminate the Contract, in which event the liability of the City to the Contractor shall be determined as provided in the articles immediately preceding, except that the Contractor shall not be obligated to pay to the City any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder. The Contractor shall be reimbursed for expenses incurred during delays for which he is not responsible, pursuant to the provisions of Art. 41.

Art. 64. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY. In an emergency threatening injury to persons or damage to the work or to any adjoining property, the Contractor may act, to prevent such threatened injury or damage, and shall so act if instructed or authorized by the Engineer. The compensation due the Contractor by reason of any such action shall be determined by the Engineer, in accordance with the provisions of Art. 38.

Art. 65. CITY MAY REQUIRE SUBSTITUTE BOND. If at anytime the City shall be or become dissatisfied with any surety or sureties then upon the Performance and Payment Bond, or if for any other reason such bond shall be deemed by the City to be inadequate security to the City, the Contractor shall, within five (5) days after notice from the City so to do, substitute an acceptable bond in such

form and sum and signed by such other sureties as may be satisfactory to the City. The premium on such bond shall be at the expense of the Contractor. No further payments shall be deemed due or shall be made until the new sureties shall have qualified.

Art. 66. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION The Contractor agrees and warrants that in the performance of this contract the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this section.

The Contractor further agrees and warrants that in the performance of this contract the Contractor will comply with the following:

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

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

Art. 67. SUCCESSORS AND ASSIGNS, ASSIGNMENT. This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Contractor respectively and their successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer, sublet or subcontract its interest or obligations hereunder without the written consent of the other part.

Art. 68. LEGAL ADDRESS OF CONTRACTOR. Both the address given in the bid or proposal submitted by the Contractor and the Contractor's Office at or near the site of the work are hereby designated as places to either of which letters and other communications to the Engineer shall be certified, mailed or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed to the above-named place, in the post office box regularly maintained by the Post Office Department, of any notice, letter, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

Art. 69. 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.

Art. 70. 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 City of Danbury harmless for the failure of the Contractor to comply with the provisions of said Act.

Art. 71. GOVERNING LAW: SEVERABILITY, ASSIGNMENT. The contract between the Contractor and the City as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The Contractor consents to personal jurisdiction in Connecticut. The provisions of this contract are severable. The invalidity of any part of this contract shall not invalidate the remainder of any portion hereof. Neither the City nor the Contractor shall assign any aspect of the Contract between the City and the Contractor except upon prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year as first above written.

ATTEST. _____ By: _____

Contractor

ATTEST. _____ Mark D. Boughton, Mayor

City of Danbury,
Connecticut

HOLD HARMLESS AGREEMENT

_____ herein the "CONTRACTOR" assumes responsibility for any and all injury to or death of any and all persons, including the CONTRACTOR'S agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the CONTRACTOR or the CONTRACTOR'S agents, servants or employees, or the CONTRACTOR'S subcontractors or suppliers, and the CONTRACTOR shall indemnify and hold harmless the owner, the City of Danbury, and Tata & Howard, Inc. the (engineer/architect), from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. The CONTRACTOR if requested, shall assume and defend at the CONTRACTOR'S own expense, any suit, action or other legal proceedings arising therefrom, and the CONTRACTOR hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at Danbury, Connecticut this ____ day of _____ 2020.

Signed, Sealed and Delivered
in the presence of:

SIGNED
BY:

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)
)
County of) SS.

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

1. He is (owner , partner, officer, representative, or agent) of _____ the Bidder that has submitted the attached Bid;
2. He is 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 said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 in 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 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 in interest, including this affidavit.

(Signed) _____

Title

Subscribed and sworn before me

This _____ day of _____, 2020.

Title

My commission expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of)
) SS.
County of)

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

1. He is (owner, partner, officer, representative, or agent) of _____ herein referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents 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 _____ (City or County and State);
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, 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 Proposal in connection with such Contract, or refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any 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 price or prices in said Subcontractor's Proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY or any person interested in the proposed Contract; and
5. The price or prices quoted in the 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 in interest, including this affidavit.

(Signed) _____

Title

Subscribed and sworn before me

This _____ day of _____, 2020

Title

My commission expires _____

- (a) No proposed subcontractor shall be disapproved by the CITY except for cause.
- (b) The Contractor shall be fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract for _____
- (d) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the CITY.

OTHER CONTRACTS

The CITY may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the CITY. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

CERTIFICATE OF ATTORNEY

I, the undersigned , _____, the duly authorized and acting legal representative of the City of Danbury do hereby certify as follows:

I have examined the foregoing Contract and the manner of execution hereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

(DATE)

RESOLUTION

The undersigned, being secretary of _____
_____ hereby certifies
that _____ its _____ is
authorized to execute contracts on behalf of said corporation, and has authority to bind
said corporation pursuant to the corporate minutes.

By _____

Secretary

Dated _____

(SEAL)

GENERAL PROVISIONS

Sect. G-1 SUBDIVISION OF SPECIFICATIONS. The specifications for the contract are divided into two major subdivisions:

(a) General Provisions - which cover the general requirements for all work under the Contract.

(b) Specifications - which cover the specific provisions for work and materials under the Contract, modify and complement the General Provisions, provide specific requirements for particular items, and define measurement methods for payment. The Contract Specifications shall always govern where there appears to be a lack of agreement between the General Provisions and Contract Specifications.

Sect. G-2 COMPLYING WITH GENERAL PROVISIONS. The terms of the General Provisions are applicable to all of the work under the Contract and shall be complied with by the Contractor, unless specific exceptions are provided under the Contract Specifications.

Unless otherwise expressly stated under the Contract Specifications compensation for complying with the requirements of the General Provisions is deemed to be included in the prices bid and stipulated for the various items in the Proposal.

Sect. G-3 DELETED.

Sect. G-4 STANDARDS. Wherever reference is made in the Contract Documents to the standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of advertisement for bids, and such specifications are made part hereof to the extent which is indicated.

The following abbreviations are used throughout the specifications to refer to organizations publishing specifications that are widely accepted as standards:

AISC	-	American Institute of Steel Construction
AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AGA	-	American Gas Association
AHDGA	-	American Hot Dip Galvanizing Association
AIEE	-	American Institute of Electrical Engineers

AISI	-	American Iron and Steel Institute
AMCA	-	Air Moving and Conditioning Association
ASA	-	American Standards Association
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWPA	-	American Wood-Preservers' Association
AWS	-	American Welding Society
AWWA	-	American Water Works Association
F.S.	-	Federal Specifications
IBR	-	Institute of Boiler and Radiator Manufacturers
IPCEA Association	-	Insulated Power Cable Engineers Association
NBFR	-	National Board of Fire Underwriters
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturers Association
SBI	-	Steel Boiler Institute
SSPC	-	Steel Structures Painting Council
UL	-	Underwriters Laboratories, Inc.
OSHA	-	Occupational Safety and Health Act
PCI	-	Prestressed Concrete Institute

Sect. G-5 LINES AND GRADES. All work shall be constructed according to the lines and grades shown and approved. If warranted, the Engineer will provide a bench mark on the plans. The Contractor shall lay out and mark upon the ground a base line and bench mark, from which the Contractor shall be responsible for staking out all work.

Staking shall be performed by a State of Connecticut licensed professional land surveyor (PLS) provided by the Contractor, if so requested by the Engineer. No extra cost shall be claimed by the Contractor, if the services of a PLS are requested. The Contractor shall maintain base line stakes and/or critical control necessary for the Engineer to verify the accuracy of the work. Any work improperly done without lines or levels or instructions shall be removed and replaced by the Contractor at his own expense.

No direct payment will be made for the cost to the Contractor for any additional work or delay, resulting from failure to provide an accurate and timely layout. Compensation for all layout services, therefore, is considered as having been included in the bid and stipulated prices.

No separate payment will be made for any costs related to this work. All costs are included in the general cost of the work.

Sect. G-6 CONSTRUCTION PHOTOGRAPHS. Submit two prints of each photographic view within seven days of taking photograph. Take photographs using the maximum range of depth field, and that are in focus, to clearly show the work. Photographs with blurry or out-of-focus areas will not be accepted.

Take 12 digital photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

Format: 8-by-10-inch (203-by-254-mm) smooth-surface matte prints on single-weight commercial-grade photographic paper, punched for standard 3-ring binder.

Identification: on back of each print, provide an applied label or rubber-stamped impression with the following information:

- a. Name of Project
- b. Name and address of Photographer
- c. Name of Contractor
- d. Date photograph was taken, if not stamped by camera
- e. Unique sequential identifier

Digital images: submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped. Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

Obtain a transfer copyright usage rights from Photographer to Owner for unlimited reproduction of photographic documentation.

Sect. G-7 DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTOR. The Contractor will be furnished with six prints, of each of the numbered drawings, and six sets of specifications. Additional prints and specifications will be furnished the Contractor upon application, at cost of reproduction.

Where a revision of a drawing becomes necessary, six copies of only the revised drawing will be furnished to the

Contractor for inclusion with the previously issued drawings

Supplementary drawings will be issued by the Engineer to the Contractor from time to time, where the Contract Drawings require supplementing, to explain the work more fully or to show changes which have been ordered by the City. Six prints of each supplementary drawing will be furnished to the Contractor. These supplementary drawings shall have the same force and effect as any other Contract Documents.

The Contractor is required to check all dimensions and quantities on the drawings or schedules given to him by the Engineer, and shall notify the Engineer of all errors therein which he may discover by such examination and checking. The Contractor will not be allowed any extra payment for work he alleges to be due to any error or omission in these specifications, nor in the drawings or schedules, as full directions will be furnished by the Engineer should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

Sect. G-8 WORKING DRAWINGS AND PRINTED MATTER FURNISHED BY CONTRACTOR. The Contractor shall submit for approval, working drawings and descriptions of all material and equipment which he is to furnish, such as steel reinforcement, structural details, layout of pipe, sheeting and bracing, and other details if he intends to deviate from the details shown or if the details are not shown. The Contractor, on approval of the Engineer, may submit manufacturers' literature as a substitute for, or supplement to, the working drawings. The minimum size for any submission shall be 8-1/2 in. by 11 in. All drawings and printed matter submitted shall clearly indicate the Item No. of the Contract Items and the project number to which they correspond (i.e. Item 5, Proj. # 07-XX).

Drawings or printed matter shall give all dimensions and sizes to enable the Engineer to pass on the suitability of the material or layout for the purpose intended. The working drawings shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of material and the kinds of machine work and finishes required. Drawings for submission shall be coordinated by the Contractor with the drawings heretofore approved, and with the design and function of any equipment or structure.

Material shall not be purchased or fabricated for equipment or structures until the Engineer has reviewed the

working drawings, which shall represent all materials and work involved in the construction. No materials or equipment shall be delivered to the site until the working drawings have been approved.

Work shall not be done upon any part of a structure, the design of construction, or which is dependent upon the design of equipment or other features, for which approval is required, until such approval has been received from the Engineer.

Four copies of drawings and printed matter shall be submitted to the Engineer for review. Upon approval by the Engineer, the Contractor shall furnish the Engineer with four prints of each approved drawing, and four copies of approved manufacturer's printed literature. Only drawings which have been checked and corrected by the material fabricator shall be submitted. The Contractor shall be responsible for the prompt submission of all working drawings, so that there shall be no delay to the work due to the absence of such drawings.

Any approval by the Engineer of such working drawings, manufacturer's literature, or other data relative to the work or material to be furnished for the Contract shall not be construed as in any way relieving the Contractor from his full responsibilities under the terms of the Contract, but shall be interpreted only to mean that an examination of the exhibits has been made, that no variation from the contract requirements has been discovered and that no criticism is offered.

Sect. G-9 PERMITS. The Contractor shall obtain and pay for all permits required for the prosecution of the work under the Contract. Required permits include, but are not limited to, permits from the Connecticut Department of Transportation for work in state highways, an Erosion and Sedimentation Control Permit from the Danbury Health Department and the Street Opening Permit from the Danbury Highway Department. He shall pay all charges and expenses and shall furnish all bonds and insurance stipulated in the permits, and shall indemnify and save harmless the City from all claims for damages and any actions that may arise thereunder. The Contractor's attention is directed to the requirement for payment of a "State Education Fee" (based on the construction value of the project) on all projects for which a building permit (building, plumbing, electrical, etc.) is required and a "State Land Use Fee" on all projects for which a zoning permit/fee is required. The Contractor should contact the City of Danbury Permit Center for the anticipated amounts of these fees. For City projects, all fees with the exception of the "State

Education Fee" may be waived. These fees will be paid to the City by the Contractor at the Permit Center, when required permits are acquired.

Sect. G-10 LAND FOR THE CONTRACTOR'S USE. Land and easements for the purpose of this Contract will be provided by the City. If the Contractor desires the temporary use, during construction, of land or lands to which the City has no rights, he shall secure written permission and submit a copy to the Engineer. Land shall not be used or occupied by the Contractor prior to the securing of permission. The Contractor shall at all times save harmless the City from actions by third parties by reason of any acts or omissions by the Contractor.

Before the final acceptance of the work, and as a prerequisite to the release of the semi-final payment, the Contractor shall secure a written lease from authorities having jurisdiction over the lands occupied by him certifying to the satisfactory restoration of all surfaces and structures removed or safeguarded for the work.

The Contractor shall confine his materials and their storage, and the operations of his workmen to limits indicated by laws, ordinances, permits, or directions of the Engineer, and will not unreasonably encumber the premises with such materials but shall store them in orderly fashion, so that they will not interfere with the work under this Contract. The Contractor shall not load or permit any part of the work to be loaded with a weight that will endanger its safety or unduly affect the structures or any part thereof. The Contractor shall enforce the instructions of the Engineer regarding signs, advertisements, fires, and smoking.

Sect. G-11 SAFEGUARDING PROPERTY. The Contractor shall protect trees, shrubs, and grassed areas on the lands of the City, and on adjacent lands, from being cut, trimmed, or injured, unless specifically ordered otherwise, for clearing the site. Any damage to trees, shrubs, or grassed areas shall be made good by the Contractor, at his own expense, to the satisfaction of the owners thereof.

When any monument, whether of stone or concrete, designating the lines of the highway or of private property, is in the line of any construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least 24 hours in advance. Under no circumstances shall such monument be removed or disturbed by the Contractor or by any of his men without a written order from the Engineer. The Contractor shall furnish the necessary labor which may be required in

resetting any monument, under the direct supervision of the Engineer. Should any monument be destroyed through accident or neglect, the Contractor shall be required, at his own expense, to employ a surveyor acceptable to the Engineer, to reestablish the monument.

Sect. G-12 SAFETY PRECAUTIONS. To the extent required by law, public authority, or local conditions, the Contractor shall adequately protect traffic and adjacent property, and shall provide and maintain all passageways, guard fences, lights, and other facilities for protection. The Contractor shall at all times have, as directed or approved, a sufficient number of watchmen to protect the property of the City and to exclude unauthorized persons from the work.

If at any time, in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems necessary and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

All explosives for blasting shall be transported, stored, handled, and used in accordance with all state and local laws, regulations, and ordinances. Blasting shall be conducted so as not to endanger persons or property and shall be covered and confined in an approved manner. The quantity of explosives kept on hand shall not exceed the amount that is necessary to avoid delay to the work. The composition of explosives shall be such as to cause the least amount of injurious fumes. Particular care shall be exercised to prevent injury to structures adjacent to or across the line of the work, and light charges of explosive thoroughly covered shall be used at such locations.

The Contractor shall be responsible for and shall make good any damage caused by blasting or accidental explosion.

All excavations into which workers may be caused to enter shall be protected according to OSHA 29 CFR Part 1926, Subpart P- Excavations.

Sect. G-13 MAINTAINING AND SAFEGUARDING TRAFFIC. The Contractor as directed, shall build and maintain such temporary roads, passageways, trestles, and bridges as shall be deemed necessary for the accommodation of traffic interfered with by the Contractor's operation for convenient access to the various parts of the work, for access to adjacent buildings and properties, and for other necessary purposes incidental to the work. He shall erect such temporary guards, fences, warning signs, lights, and signals as may be necessary or required to protect all traffic. He shall not deprive any building or property of safe and proper access except with the consent of the occupant, and after due notice to the Engineer.

The temporary roads and the Contractor's access roads shall be located where directed or approved and shall be maintained in good condition. Calcium chloride, or other approved means, shall be used to maintain the roads in a dust free condition.

All costs of maintaining and safeguarding traffic, as required by local authorities shall be included in the general cost of construction.

Sect. G-14 REPLACING, RELOCATING, AND PROTECTING EXISTING STRUCTURES. The locations of existing surface and subsurface structures as shown, are based on the best information obtainable, but the City does not guarantee the accuracy of the data. The Contractor shall be held responsible for checking this data himself as to actual locations and interference.

During construction, the Contractor shall take every precaution, including hand digging where necessary, to avoid any movement of earth or rock that would damage or endanger existing surface or subsurface structures. The Contractor shall satisfactorily shore, support, and protect any and all pipes, conduits, and structures affected by his work, and shall be responsible for any damage resulting thereto. Any service or utility broken or damaged by the Contractor, unless ordered removed, shall be replaced, repaired, or restored to the satisfaction of the City at the expense of the Contractor.

The Contractor's attention is called to the State of Connecticut Public Act 77-350 and 81-146 which states "No person, public agency or public utility shall engage in excavation without having first ascertained the location of all underground facilities of public utilities in the area. (The Contractor)... shall notify the central clearinghouse of such proposed excavation, at least 2 full days excluding Saturdays, Sundays and holidays before commencing (the work)." The Call Before You Dig telephone number is 1-800-922-4455.

Before beginning any excavation, the Contractor shall give at least 48 hours' written notice of his intention to do so to any companies and parties that have any pipes, conduits, poles, or other structures which may be affected by such excavations. The Contractor shall make arrangements for properly securing and protecting such pipes or structures during the progress and until the completion of the work as shall be satisfactory to the owners thereof, or shall permit and facilitate repairs and changes by the owners. Satisfactory evidence of such arrangements shall be filed with the Engineer, if required, before the work in question begins.

In all cases where temporary pipes must be installed or where sewage, water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

The Contractor shall not be entitled to any extension of time or any damages on account of any postponement, interference, or delay caused by any pipes or structures being on the line of work.

Sect. G-15 CARE AND PROTECTION OF WORK AND MATERIALS. From the commencement of the work until its completion, the Contractor shall be solely responsible for damage he may do or cause to the property of the City, for the care and protection of the work covered by the Contract, and for the materials delivered at the site or incorporated in the work.

All excavated materials, construction equipment, and materials and equipment to be incorporated in the work, shall be so placed as not to injure the work and so that free access may be had at any time to all parts of the work. Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to

inconvenience as little as possible public travel and adjoining tenants.

All loss, injury, or damage to the work or materials, from whatever cause, shall be made good at the expense of the Contractor.

The Contractor shall provide suitable and adequate storage room for materials and equipment during the progress of the work, including approved weather tight storage for all materials and equipment which might deteriorate if left uncovered. He shall provide protection against damage or deterioration for all equipment during storage, and after installation, until the equipment is put to use by the City.

During adverse weather, the Contractor shall take all necessary precautions so that the work may be properly done and be satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected.

The Engineer may suspend construction operations at any time, when in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season.

Sect. G-16 EQUIVALENT MATERIALS AND WORKMANSHIP. Wherever in the Contract Documents a particular brand or make of materials is shown or specified by trade name or otherwise, such brand or make of materials which, in the opinion of the Engineer, is the recognized equal of that specified as to composition, characteristics, workmanship, economy, of operation and maintenance, and is suitable for the purpose intended, may be accepted.

All materials incorporated in the work shall be new, or standard and first grade quality, and of the best workmanship and design. No inferior or low grade materials will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class and workmanlike manner.

Sect. G-17 TESTING OF MATERIALS. If the Engineer so requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests and analyses as may be necessary to demonstrate that they conform to the specifications. The Contractor will pay for all testing laboratories to perform such tests and analyses. Such samples shall be furnished, taken, stored, packed, and shipped as directed, at the expense of the Contractor. The Contractor shall pay for all tests, etc. relating to the material used on the work, in accordance with the provisions of the contract items.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are necessary for incorporation in the work. Any delays resulting from his failure so to do shall not be used as a basis of a claim against the City or the Engineer.

If the Engineer orders sampling and analyses or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the specifications, the City will bear the costs of tests and analyses if the material is found to be sound and conforming to the specifications; if found defective or not conforming to the specifications, the Contractor shall bear all of the costs.

Sect. G-18 CERTIFICATES OF MANUFACTURER. For pipe, cement, steel reinforcement, and similar materials which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Engineer certified records of physical, chemical, and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the specifications. Where such a small quantity of material is required as to make physical or chemical analyses impractical, a certificate from the manufacturer stating the results of such tests or analyses of similar material which were concurrently produced, may at the discretion of the Engineer, be considered as the basis for the acceptance of such materials.

Sect. G-19 INSPECTION. The City contemplates and the Contractor agrees to the most thorough inspection of the work at all times by the City and the Engineer, including all labor performed and materials furnished, delivered, or intended to be used in the work, including manufacture, preparation, and testing. The Contractor shall not use any material which has not been inspected or tested, and

accepted, or perform any work except under inspection by the Engineer. The Contractor shall keep the Engineer advised of the progress of the work away from the site requiring inspection or witnessing of tests, so that arrangements may be made for inspection at the proper time.

Inspection, test or acceptance of any materials prior to shipment shall not be deemed as a final acceptance of the materials. The Engineer may inspect or require tests or analyses if any portion of the materials at any time after delivery to the site, either before or after installation, and any material which is found to be defective or which does not otherwise conform to the requirements of the specifications shall be rejected and removed forthwith from the site, as provided in the Contract.

Sect. G-20 HAULING MATERIALS. Before starting any work, the Contractor shall arrange with the municipal, county, or state officials having jurisdiction for the use of routes of travel for hauling materials that will result in minimum inconvenience to the traveling public. Routes of travel so scheduled shall be adhered to throughout the course of the work.

The Contractor shall, at his own expense, handle, haul, and distribute all materials to the different portions of the work as required. Delays in handling involving storage charges and demurrage charges by the railroad and other companies shall be at the expense of the Contractor.

Sect. G-21 WEIGHING AND MEASURING. Whenever requested by the Engineer, the Contractor shall provide personnel, and all required instruments and devices for weighing and measuring, for determining the quantity of materials.

For estimating quantities, in which the computation of areas by geometric methods would, in the opinion of the Engineer, be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adaptable to the measurement of such areas.

Sect. G-22 WATER SUPPLY. The Contractor will provide the quantity of water required for the work free of charge. The Contractor shall provide all necessary pumps, pipe, connections, and fixtures. Upon completion of all work, the Contractor shall disconnect and remove all temporary connections and fixtures.

Sect. G-23 ELECTRICAL POWER AND TELEPHONE. The Contractor shall arrange for all temporary light and power service required by him in the performance of work under the Contract, and shall pay all expenses and charges related thereto and all costs of electrical power consumed by him. The Contractor shall provide sufficient temporary light to assure that all work can be done in a safe and workmanlike manner.

The Contractor, at his own expense, shall arrange with the local telephone company for all telephone service required by him in the performance of his work under the Contract.

Upon completion of all work, the Contractor shall disconnect and remove the temporary light and power service.

Sect. G-24 SANITARY REGULATIONS. The Contractor shall provide and maintain in a strictly sanitary manner toilet facilities for his workmen, which shall be screened from public view. The location and method of waste disposal shall be as approved. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory sanitary conditions around and on all parts of the work.

Sect. G-25 SALVAGED MATERIALS. All materials and equipment removed from existing structures, except that designated as rubbish, shall remain the property of the original owner, and shall be stored on the site by the Contractor, as directed. Existing stone paving block and curbing, and catch basins and manhole frames, grates and covers, which are determined by the Engineer to be salvageable, shall be removed without breakage and delivered by the Contractor to the City Public Works Department Yard on Newtown Road. There will be no separate payment for such salvage and all costs in connection therewith shall be included in the general cost of the contract.

Rubbish shall be removed from the site and disposed of by the Contractor at his own expense.

Sect. G-26 CLEANING UP AND REMOVAL OF DEBRIS. The Contractor shall expressly undertake at his own expense:

(a) frequently to clean up all refuse, rubbish, scrap materials, and debris caused by his operations to the end, so that at all times the site shall present a neat, orderly, workmanlike appearance;

(b) before semi-final payment, to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations and to put the site in a neat orderly condition; and

(c) before semi-final payment, he shall restore all areas which have been used for storage of materials and equipment, and all areas which have been disturbed by his operations, to their original condition, or to a condition satisfactory to and approved by the City. He shall seed or sod any grassed areas damaged by his operations, and shall maintain such areas until the expiration of the maintenance period. Any such areas which fail to show a uniform stand of grass shall be reseeded or resod until an acceptable stand of grass exists.

Sect. G-27 STREAM OBSTRUCTIONS. Material deposited in any stream channel by the Contractor's prosecution of work, except by permission of the Engineer, which in any way whatsoever obstructs or impairs the flow of the stream shall be removed as directed by the Engineer and at the Contractor's expense.

Sect. G-28 FIELD OFFICE: N.I.C..

Sect. G-29 CLOSURE OF CITY STREETS. It is contemplated that with the approval of the Engineer and the City traffic authority and satisfactory rerouting of traffic, portions of streets may be closed during the daytime operations of the Contractor, provided that at the end of each day the Contractor shall again open and maintain travel on the street. He shall also give all property owners opportunities to enter and leave their premises at all times, unless otherwise arranged by him with the approval of the Engineer and/or other authorities having jurisdiction.

All costs of maintenance and protection of traffic, including lights, signs, barricades, policemen, trafficmen, flagmen, etc., necessary for the protection and smooth movement of vehicular and pedestrian traffic shall be included in the general cost of construction. The Contractor shall furnish all labor, equipment, and materials necessary to maintain and protect traffic as required by the local authorities.

Sect. G-30 WORK BY OTHERS. It is anticipated that work by others will be carried out during the period of work under this contract. The Contractor shall be responsible to coordinate all work by utilities without additional cost to the City.

The provisions of Article 40 of the Contract shall apply to the above work, including that by public utility companies, except that the provisions of the Article do not apply to the right of the Contractor to recover damages from a utility company.

Sect. G-31 RESTORATION IN EASEMENTS. In easements, the Contractor shall replace or restore, as approved, all surfaces disturbed or damaged by his construction operations and/or storage, including but not limited to, paved or unpaved roads, driveways, walks, curbs, drains, fences, walls, lawns, trees, shrubs, hedges, plantings, and other improvements.

Prior to starting construction in any easement, the Contractor, the Engineer and the property owner(s) shall make an inspection of the property contained within the lines of the easement. The existence of improvements contained therein and their condition shall be noted as mutually agreed upon. The Contractor is advised to take such photographs as he may deem necessary to depict existing conditions. The intent of these specifications is to restore all areas within easement lines through properties to at least their original condition except as otherwise agreed by the property owner(s) and approved.

Sect. G-32 SEDIMENTATION CONTROL. The Contractor is to protect all watercourses, storm sewer systems, and roadways from sedimentation, both during and after construction. This provision applies particularly to dewatering activities, storage of excavated or stockpiled material and trench or ditch excavation.

The Contractor shall operate all equipment and perform all construction operations so as to minimize pollution.

The Contractor is responsible for acquiring an Erosion and Sedimentation Control Permit from the City of Danbury Health Department and for preparing any erosion and sedimentation control plans required for said permit.

Sect. G-33 SNOW REMOVAL. If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners, or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, owners or the City for any additional cost to them for doing such work occasioned by the

conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

Sect. G-34 DUST CONTROL. The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations. Approved methods applicable to various parts of the work, such as application of water spray, oil, tars, emulsions, or calcium chloride, shall be employed. This also applies to maintaining temporary paving nuisance-free until permanent paving is placed. The area of construction along roadways shall be broom swept each day after completion of the day's work.

Sect. G-35 WORKING CONDITIONS. In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall comply with all safety and sanitary rules, laws, and regulations.

Sect. G-36 WORK IN INCLEMENT WEATHER. During freezing, stormy, or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

Sect. G-37 EMERGENCY WORK. The Contractor shall file, with the City of Danbury, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and have full authority to deal with any emergency that may occur.

Sect. G-38 SHEETING, SHORING AND BRACING. Where necessary, the sides of trenches and excavations shall be supported by adequate sheeting, shoring, and bracing. The Contractor shall be held accountable and responsible for the sufficiency of all sheeting, shoring, and bracing used and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. Where sheeting is removed, care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will be made for sheeting, shoring, and bracing, and compensation for such work and all expenses incidental thereto shall be considered as included in the lump sum and unit prices bid for this Contract.

All excavations into which workers may be caused to enter shall be protected according to OSHA 29 CFR Part 1926, Subpart P-Excavations.

Sect. G-39 OPERATION OF VALVES. Unless otherwise permitted, existing valves shall not be operated by the Contractor. Whenever the operation of a valve is necessary, the Contractor shall make arrangements, at least 48 hours in advance of the need, to have the Owner's forces perform the required operations.

Sect. G-40 SOIL AND GROUNDWATER CONDITIONS. The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this, Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

Sect. G-41 REMOVAL OF CONDEMNED MATERIALS. The Contractor shall remove from the site of work, without delay, all rejected and condemned materials of any kind brought to or incorporated in the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

Sect. G-42 OCCUPATIONAL SAFETY AND HEALTH ACT. The applicable sections of the Occupational Safety and Health Act of 1970 (Williams Steiger Act) shall apply and be made a part of this Contract. All excavations into which workers may be caused to enter shall be shored against cave-in in accordance with OSHA 29 CFR, Part 1926, Subpart P-Excavations. The Contractor shall be solely responsible for complying with the requirements of this Act. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

Reference is made to Appendix A - "Informational Bulletin THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING."

Sect. G-43 MARKING NEW UNDERGROUND PLANT. All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

Tape shall be installed above all underground plant in accordance with DPUC Regulations. Color coding of tape for various underground plant shall be as follows:

- Yellow - Gas, oil, petroleum products, compressed gasses and all other hazardous liquid.
- Red - Electric power lines or conduits.
- Purple - Radioactive materials.
- Orange - Communication lines or cables, including telephone, telegraph, cable television.
- Blue - Water.
- Green - Sanitary Sewers.

Warning tape shall be conductively traceable warning tape consisting of aluminum foil encased in two layers of inert plastic film, specifically formulated for prolonged use underground. Tape shall be highly resistant to alkalis, acids, and other destructive agents found in soil. Tape shall have a high minimum tensile strength of 80 lbs. per 3" wide strip and shall bear a continuous printed message every 16" to 36" warning of the installation buried below. Proposed warning tape is to meet and/or exceed current standards and is to be approved by the City prior to use.

Sect. G-44 PAYMENT FOR MISCELLANEOUS WORK. No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plant, and services, including Contractor's office, Resident Engineer's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, clean-up, and the like, or other items specified under these General Provisions, unless payment therefore has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

Sect. G-45 SAFETY. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, and shall comply with all applicable laws, ordinances, rules,

regulations and orders of any public body having jurisdiction for the safety of persons or property.

It is not the function of the Engineer to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Engineer is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

Sect. G-46 RECORD DOCUMENTS.

A. RECORD DRAWINGS. Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to records documents for City reference during normal working hours.

Maintain a clean and undamaged set of blue or black line white-prints of contract drawings and shop drawings.

Mark record drawings with red erasable pencil. Mark new information that is important to the City, but not shown on the contract drawings or shop drawings. Note related change orders, where applicable.

At the completion of construction, the Contractor shall submit three (3) sets of blue or black line paper final approved record drawings, a set of reproducible (mylar) record drawings and an electronic version of the record drawings for the project. Paper copies of the preliminary record drawings are to be submitted to the City for review as to completeness and acceptability prior to the finalization of the record drawings. When the paper copies of the record drawings are deemed acceptable, the Contractor will be so notified and paper, mylar and electronic versions are then to be produced and forwarded to the City. Electronic versions of the final record drawings are to be provided on CD in AutoCAD (.dwg, .dxf or .dwf) or a version compatible with the latest AutoCAD format.

A record drawing of each of the Contract drawings is to be submitted, whether or not changes have been made or additional information has been added.

Utility drawings, site record drawings and any other project components are to be certified as conforming to the

requirements of an A-2 survey and then signed and sealed by a State of Connecticut licensed land surveyor.

The City will not reduce the retainage being held from 5% to 2% until the record drawings have been accepted by the City, even if the City has taken ownership of the project and substantial completion has been achieved.

B. MAINTENANCE MANUALS. Organize and submit to the City two (2) copies of all operating and maintenance data organized and indexed into suitable sets of manageable size. Electronic versions in a form acceptable to the City are also to be produced and forwarded to the City. The hard copy manuals are to be bound properly indexed data into individual heavy duty 2-inch, 3-ring vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. emergency instructions
2. copies of warranties
3. recommended "turn around" cycles
4. inspection procedures
5. shop drawings and product data

G-47. PROJECT CLOSEOUT.

A. INSPECTION. Before requesting an inspection for certification of Substantial Completion, the following list of requirements is to be addressed. List exceptions in the request.

1. The Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed is to show 100 percent completion for the portion of the work that is substantially complete. If 100 percent cannot be shown, include a list of incomplete items, the value of incomplete construction and reasons the work is not complete.
2. Advise the City of pending insurance change-over requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and other similar documents.
4. Obtain and submit releases to the City enabling the City unrestricted use of the work and access to

services and utilities; include occupancy permits, operating certificates and similar releases.

5. Submit record drawings, maintenance manuals and similar final record information to the City.
6. Deliver tools, spare parts, extra stock and similar items to the City.
7. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar items.
8. Complete final clean up requirements, including touch-up painting, other repairs and restoration of marred exposed finishes.

The written request for the final inspection is to be submitted to the City.

B. FINAL CLEANING. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following, where applicable, before requesting the inspection for substantial completion.

1. Remove labels that are not permanent labels.
2. Clean transparent materials. Remove glazing compound and other noticeable materials. Replace chipped or broken glass or other damaged materials.
3. Clean exposed exterior and interior hard surfaced finishes to dust-free condition, free of stains, films and other foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces. Restore reflective surfaces to their original condition.
4. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean. Remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even textured surface.
5. Remove temporary protection and facilities installed for the protection of the work during construction.

6. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.

7. Do not burn waste materials. Do not bury debris or excess materials on the City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a lawful manner.

8. Where extra materials of value are remaining after completion of the work, arrange for disposition of these as directed by the City.

C. FINAL ACCEPTANCE. Before requesting in writing the final inspection for certification of final acceptance, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
2. Submit an updated final statement accounting for additional changes to the contract sum.
3. Submit a certified copy of the Final Inspection List of items to be completed or corrected, stating each item has been completed or corrected or otherwise resolved for acceptance.
4. Submit consent of surety to final payment.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

The City will reinspect the work upon receipt of notice that the work, including Final Inspection List items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the City.

CITY OF DANBURY, CONNECTICUT

LINE STOP AND INSERTION VALVE
INSTALLATION FY 2021

DETAILED SPECIFICATIONS

Line Stops

Item 1

1.1 Work Included

Under this Item, the Contractor shall furnish all labor, materials, tools, equipment and incidentals required to furnish and install temporary line stops as required by the City. The City shall perform the excavation, construction of concrete support and thrust blocks, traffic control, backfill, and other required work.

1.2 Request for Services

The City shall inform the Contractor in writing by e-mail to the Contractor's designated contact person of the need to install a line stop. The request shall include an approximate street address, diameter and main material type. The Contractor shall mobilize to the site and install the line stop sleeve within 72 hours of the request.

1.3 Line Stop Sleeve and Accessories

Line stop sleeves shall be Series 687 Line Stop Sleeves as manufactured by Smith-Blair, or approved equal. Line stop sleeve and cover shall be constructed of fusion epoxy coated and lined carbon steel. Sleeve shall have a two-piece carbon steel body, flanged outlet with threaded completion plug, alloy cover hardware, stainless steel side hardware, and gasket seals. Sleeve shall be rated for a working pressure of 150 psi.

The stop shall be of the folding type. The folding head shall have a sealing element which uses an expandable folding cup to fit large diameter pipe lines which are typically out of round. The cup shall expand by water pressure to help form the seal. The stop shall be rated for a working pressure of 150 psi.

Ball corporation stops shall be Model FB1700-3-NL as manufactured by Ford Meter Box Company, or approved equal.

All bolts, nuts, and studs shall be Type 304 stainless steel.

1.4 Installation of Line Stop Sleeve

The water main where the sleeve is to be installed shall be wire brushed to remove debris, corrosion deposits, or other surface irregularities that might interfere with proper seating and sealing of the line stop sleeve against the water main. The line stop sleeve shall be assembled on the water main and thoroughly checked for proper fit. Under no circumstances shall the Contractor attempt to force, reshape or bend the sleeve by excessive tightening of the bolting. Once fully tightened in place, the sleeve shall be given a hydrostatic pressure test to confirm the sleeve has achieved a tight seal.

1.5 Cleaning and Inspection of Line Stop Sleeves

The insides of the sleeves shall be thoroughly cleaned before installation and shall be kept clean until accepted in the completed work. All sleeves shall be carefully examined for defects and no sleeve shall be installed which is known to be defective. If any such sleeve is discovered to be defective after placement, it shall be removed and replaced with a sound sleeve by the Contractor at his own expense.

1.6 Installation of Line Stops

All line stops shall be installed in a neat and workmanlike manner and in accordance with the manufacturer's instructions. All line stops shall be installed by personnel and companies thoroughly trained and authorized by the approved line stop manufacturer. Heavy units shall be handled with suitable mechanical equipment. Sleeves which are dropped or otherwise mishandled or damaged prior to the Engineer's final certification shall be checked by a representative of the manufacturer, and repaired or replaced, if necessary, at the Contractor's expense.

Prior to mounting temporary tapping valve and pressure tapping machinery, the City shall install concrete thrust and support blocking. Concrete shall be allowed to cure overnight before any valves or machinery are mounted onto the line stop sleeve.

Drilling equipment shall be in good condition and equipped with power drive to ensure smooth cutting, and to minimize shock and vibration. Cutting equipment shall be carbide tipped and have a coupon retention device in the pilot drill suitable for retaining the size of coupon to be cut.

The line stops shall be inserted into the piping to stop the flow to the piping to be removed. The City will operate existing hydrants, blow-offs and valves as required to assist with the seating of the line stops.

Once the line stops are seated, the City shall confirm the flow has been sufficiently stopped. Line stops shall remain in place as long as required by the City.

The unit price bid under Items 1A through 1J shall include the deployment of line stops for seven (7) calendar days, starting with City's confirmation that flow has been stopped. Addition deployment time shall be measured and paid for under Item 1K.

Following complete installation of the new pipe, valves and fittings, water shall be introduced into the piping and the air expelled. Contractor shall confirm all joints are drip tight before extracting the line stops.

Line stops shall not be extracted until the City has accepted the new piping as complete and is ready for flow to resume.

1.7 Removal of Line Stops

The City shall inform the Contractor in writing by e-mail to the Contractor's designated contact person when the line stops can be removed from service. The Contractor shall remove the line stop equipment from the pipe within 48 hours of the notice to remove. Contractor shall install suitable cover flanges as recommended by the line stop sleeve manufacturer.

1.8 Measurement

The quantity to be paid for under Item 1A 4-Inch Line Stop shall be the number of 4-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1B 6-Inch Line Stop shall be the number of 6-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1C 8-Inch Line Stop shall be the number of 8-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1D 10-Inch Line Stop shall be the number of 10-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1E 12-Inch Line Stop shall be the number of 12-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1F 16-Inch Line Stop shall be the number of 16-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1G 20-Inch Line Stop shall be the number of 20-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1H 24-Inch Line Stop shall be the number of 24-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1I 30-Inch Line Stop shall be the number of 30-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be paid for under Item 1J 36-Inch Line Stop shall be the number of 36-inch line stops ordered by the City and successfully installed and removed, complete as specified.

The quantity to be measured for payment under Item IK, Additional Day of Deployment, shall be the total number of calendar days from Contractor's confirmation that flow is stopped to the removal of the line stop, less 7 (seven) calendar days. When calculating the total calendar days of deployment for payment under this Item, any fractional portion of a calendar day shall be rounded up to the whole day.

The quantity to be paid for under Item 1I 4-Inch Line Stop Furnish Only shall be the number of 4-inch line stops furnished as ordered by the City, complete as specified.

The quantity to be paid for under Item 1J 6-Inch Line Stop Furnish Only shall be the number of 6-inch line stops furnished as ordered by the City, complete as specified.

The quantity to be paid for under Item 1K 8-Inch Line Stop Furnish Only shall be the number of 8-inch line stops furnished as ordered by the City, complete as specified.

The quantity to be paid for under Item 1L 12-Inch Line Stop Furnish Only shall be the number of 12-inch line stops furnished as ordered by the City, complete as specified.

1.9 Payment

The unit price bid per each 4-inch Line Stop under Item 1A shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 4-inch line stops, as required, complete as specified.

The unit price bid per each 6-Inch Line Stop under Item 1B shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 6-inch line stops, as required, complete as specified.

The unit price bid per each 8-Inch Line Stop under Item 1C shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 8-inch line stops, as required, complete as specified.

The unit price bid per each 10-Inch Line Stop under Item 1D shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 10-inch line stops, as required, complete as specified.

The unit price bid per each 12-Inch Line Stop under Item 1E shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 12-inch line stops, as required, complete as specified.

The unit price bid per each 16-Inch Line Stop under Item 1F shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 16-inch line stops, as required, complete as specified.

The unit price bid per each 20-Inch Line Stop under Item 1G shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 16-inch line stops, as require, complete as specified.

The unit price bid per each 24-Inch Line Stop under Item 1H shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 24-inch line stops, as required, complete as specified.

The unit price bid per each 30-Inch Line Stop under Item 1I shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 30-inch line stops, as required, complete as specified.

The unit price bid per each 36-Inch Line Stop under Item 1J shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 36-inch line stops, as required, complete as specified.

The unit price bid per Additional Day of Deployment for Item 1K shall include full payment for all labor, equipment, tools, materials and incidentals required to continue operating an installed line stop of any size, as represented in Items 1A through 1J, as required for 1 additional day of deployment.

The unit price bid per each 4-inch Line Stop Furnish Only under Item 1I shall include full payment for all materials and incidentals required to furnish 4-inch line stops, as ordered, complete as specified.

The unit price bid per each 6-Inch Line Stop Furnish Only under Item 1J shall include full payment for all materials and incidentals required to furnish 6-inch line stops, as ordered, complete as specified.

The unit price bid per each 8-Inch Line Stop Furnish Only under Item 1K shall include full payment for all materials and incidentals required to furnish 8-inch line stops, as ordered, complete as specified

The unit price bid per each 12-Inch Line Stop Furnish Only under Item 1J shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 12-inch line stops, as required, complete as specified.

Stainless Steel Insertion Valves

Item 2

2.1 Work Included

Under this Item, the Contractor shall furnish all labor, materials, tools, equipment and incidentals required to furnish, install, and test all stainless steel insertion valves, as required by the City. The City shall perform the excavation, construction of concrete support and thrust blocks, traffic control, backfill, and other required work.

2.2 Request for Services

The City shall inform the Contractor in writing by e-mail to the Contractor's designated contact person of the need to install a stainless steel insertion valve. The request shall include an approximate street address, diameter and main material type. The Contractor shall mobilize to the site and install the stainless steel insertion valve within 72 hours of the request.

2.3 Stainless Steel Insertion Valves

Stainless steel insertion valves shall be Insta-Valve 250 Patriot with a pressure rating of 250 psi as manufactured by Hydra-Stop, or approved equal.

Insertion valves shall be an all stainless steel body resilient wedge gate valve designed for permanent use in potable water systems. The design shall allow the valve to be installed into an existing pressurized pipeline while maintaining constant pressure and service without system shutdown. No restraining devices, restraining fasteners, or transition gaskets shall be required for the installation or operation of the valve. All insertion valves shall be installed by companies trained and authorized by the approved valve manufacturer.

All stainless steel insertion valves shall have a stainless steel body, carbon steel epoxy coated bonnet and a reinforced composite polymer valve cartridge. The use of epoxy coating for protection against corrosion shall not be acceptable for any component other than the valve bonnet. The insertion valves shall be capable of working on cast iron, ductile iron and asbestos cement pipe diameters without changing either top or bottom portions of split valve body or using a transition gasket. The insertion valves must provide a solid support of the host pipe through the entire laying length of the valve body. No gaps or space between the valve body and host pipe shall be accepted.

All stainless steel insertion valves shall be rated for 250 psi maximum working pressure. The pressure rating shall be permanently marked on the body.

All stainless steel insertion valves shall have an EPDM molded resilient wedge seal. The resilient wedge seal shall be affixed into a reinforced nylon composite polymer valve cartridge that shall be engineered to come into contact with the interior of the host pipe and an engineered sealing surface in the valve body to create a seal. The resilient wedge shall be reinforced to resist abrasion this extending the life and quality of the shutdown where the edge contacts the host pipe. The entire assembly shall be inert and impervious to corrosion.

Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction and shall ride inside a minimum of four body channels to maintain wedge alignment throughout its travel and to achieve maximum fluid control regardless of high or low flow pressure or velocity.

All stainless steel insertion valves shall have a full size, full port flow way that is unobstructed, and free of depressions to provide optimum flow and sealing and not trap tuberculation or debris.

All stainless steel insertion valves shall be NRS (non-rising stem) with a stem made of stainless steel able to withstand 700 ft.-lbs. of torque without compromising operation. The NRS stem shall have an integral stem collar manufactured of no lead bronze and be affixed into the valve cartridge to maintain stem alignment, low torque and continuous operation of the valve. Insertion valves shall operate with standard turns 3 turns per diameter inch to open and close. Operation of insertion valves shall be open left (counter-clockwise) and performed by a 2-inch square wrench nut.

All stainless steel insertion valves shall be factory pressure tested and serialized for traceability before leaving the manufacturing facility to assure quality.

All bonnet and valve body bolts, nuts, and studs for valves shall be Type 304 stainless steel.

The valves shall be a product of a manufacturer having units of similar type, size, and service requirements successfully operating in a municipal waterworks project for a period of not less than five (5) years.

2.4 Cleaning and Inspection of Insertion Valves

The insides of the insertion valves shall be thoroughly cleaned before installation and shall be kept clean until accepted in the completed work. All insertion valves shall be carefully examined for defects and no insertion valve shall be installed which is known to be defective. If any such insertion valve is discovered to be defective after placement, it shall be removed and replaced with a sound insertion valve by the Contractor at his own expense.

2.5 Installation of Valves

All insertion valves shall be installed in a neat and workmanlike manner and in accordance with the manufacturer's instructions. Heavy units shall be handled with suitable mechanical equipment. Insertion valves which are dropped or otherwise mishandled or damaged prior to the Engineer's final certification shall be checked by a representative of the manufacturer, and repaired or replaced, if necessary, at the Contractor's expense.

The water main where the valve is to be installed shall be wire brushed and scraped to remove any debris, corrosion deposits, or other surface irregularities that might interfere with proper seating and sealing of the insertion valve against the water main. The mounting body shall be assembled on the water main and thoroughly checked for proper fit. Under no circumstances shall the Contractor attempt to force, reshape, or bend the valve by excessive tightening of the bolting.

Once fully tightened in place, the insertion valve shall be given a hydrostatic pressure test to confirm the sleeve has achieved a tight seal. All insertion valves shall be hydrostatically pressure tested to 1.25 times of the system operating pressure or a maximum of 250 psi. The test shall be sustained for a minimum of 15 minutes without any leakage or drop in pressure.

Prior to mounting temporary tapping valve and pressure tapping machinery, the City will install concrete thrust and support blocking. Concrete shall be allowed to cure overnight before any valves or machinery are mounted onto the insertion valve.

Drilling equipment shall be in good condition and equipped with power drive to ensure smooth cutting, and to minimize shock and vibration. Cutting equipment shall be carbide tipped and have a coupon retention device in the pilot drill suitable for retaining the size of coupon to be cut.

Once the stainless steel insertion valve has been installed, the City shall confirm the valve closes tightly. If the valve does not close tightly, the Contractor shall make the required adjustment(s) necessary so that the valve closes tightly.

2.5 Measurement

The quantity to be paid for under Item 2A 4-Inch Stainless Steel Insertion Valve shall be the number of 4-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 2B 6-Inch Stainless Steel Insertion Valve shall be the number of 6-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 2C 8-Inch Stainless Steel Insertion Valve shall be the number of 8-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 2D 10-Inch Stainless Steel Insertion Valve shall be the number of 10-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 2E 12-Inch Stainless Steel Insertion Valve shall be the number of 12-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 2F 16-Inch Stainless Steel Insertion Valves shall be the number of 16-inch stainless steel insertion valves ordered by the City and successfully installed, complete as specified.

2.6 Payment

The unit price bid per each 4-Inch Stainless Steel Insertion Valve under Item 2A shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 4-inch stainless steel insertion valves, as required.

The unit price bid per each 6-Inch Stainless Steel Insertion Valve under Item 2B shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 6-inch stainless steel insertion valves, as required.

The unit price bid per each 8-Inch Stainless Steel Insertion Valve under Item 2C shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 8-inch stainless steel insertion valves, as required.

The unit price bid per each 10-Inch Stainless Steel Insertion Valve under Item 2D shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 10-inch stainless steel insertion valves, as required.

The unit price bid per each 12-Inch Stainless Steel Insertion Valve under Item 2E shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 12-inch stainless steel insertion valves, as required.

The unit price bid per each 16-Inch Stainless Steel Insertion Valve under Item 2F shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 16-inch stainless steel insertion valves, as required.

Ductile Iron Insertion Valves

Item 3

3.1 Work Included

Under this Item, the Contractor shall furnish all labor, materials, tools, equipment and incidentals required to furnish, install, and test all ductile iron insertion valves, as required by the City. The City shall perform the excavation, construction of concrete support and thrust blocks, traffic control, backfill, and other required work.

2.2 Request for Services

The City shall inform the Contractor in writing by e-mail to the Contractor's designated contact person of the need to install a ductile iron insertion valve. The request shall include an approximate street address, diameter and main material type. The Contractor shall mobilize to the site and install the ductile iron insertion valve within 72 hours of the request.

3.3 Ductile Iron Insertion Valves

Ductile iron insertion valves shall be Resilient Wedge Gate Valves designed for potable water as manufactured by Team Industrial Services, Alvin, TX, or approved equal. The design will allow the valve to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual.

Insertion valves shall be a ductile iron body, bonnet and wedge that provide strength and a pressure rating that meets or exceeds the requirements of AWWA C515. Insertion valves shall be ductile iron construction meeting ASTM A536 Grade 65-45-12. The insertion valves must be capable of working on cast iron, ductile iron and asbestos cement pipe diameters without changing either top or bottom portion of split valve body. The construction of the resilient wedge shall comply with AWWA C509 requirements.

All ductile iron insertion valves shall have chemical and modularity tests performed as recommended by the Ductile Iron Society, on a per ladle basis. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.

All ductile iron insertion valves shall be rated for 250 psi maximum working pressure. The pressure rating markings shall be cast into the body of the insert valve.

All ductile iron insertion valves shall have a ductile iron wedge fully encapsulated with EPDM rubber by a high pressure and high temperature

compression or injection mold process. The resilient wedge seal shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results, shall be totally independent of the carrier pipe, and shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal.

Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The resilient wedge shall ride inside the body channels to maintain wedge alignment throughout its travel regardless of high or low flow pressure or velocity. The resilient wedge shall have more support than the operating stem as the resilient wedge enters and exits the water way.

The flow way shall be full pipe diameter and shall be fully unobstructed when the resilient wedge is open.

All ductile iron insertion valves shall be fully epoxy coated with a minimum of 8 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. Insertion valves shall be epoxy coated prior to assembly on all interior and exterior surfaces. All bolt holes and body-to-bonnet flange surfaces shall be fully epoxy coated.

All ductile iron insertion valves shall be NRS (non-rising stem) with a stem, 2-inch square operating nut and wedge nut made of copper alloy in accordance with Section 4.4.5.1 of the AWWA C515 Standard. The NRS stem shall have an integral thrust collar in accordance with Section 4.4.5.3 of AWWA C515. Two-piece stem collars shall not be acceptable. The wedge nut shall be independent of the wedge and shall be held in place on three sides by the wedge to prevent possible misalignment. Insertion valves shall operate with standard turns 3 turns per diameter inch to open and close. Insertion valves shall open left (counterclockwise).

The stuffing box, operation stem and resilient wedge (complete bonnet and all moving parts) shall be removable, repairable and replaceable with the valve under pressure. In the event the valve stem is broken or damaged the bonnet shall be removable while the valve is under pressure.

All parts and components of the insertion valves shall be completely assembled, manufactured, machined and coated in the USA. All physical and chemical test results shall be recorded such that they can be accessed, via the identification number on the casting. Material traceability records shall be made available to the City upon request.

3.4 Cleaning and Inspection of Insertion Valves

The insides of the insertion valves shall be thoroughly cleaned before installation and shall be kept clean until accepted in the completed work. All insertion valves shall be carefully examined for defects and no insertion valve

shall be installed which is known to be defective. If any such insertion valve is discovered to be defective after placement, it shall be removed and replaced with a sound insertion valve by the Contractor at his own expense.

3.5 Installation of Valves

All insertion valves shall be installed in a neat and workmanlike manner and in accordance with the manufacturer's instructions. Ductile iron insertion valves shall be installed by personnel and companies trained and authorized by the approved ductile iron insertion valve manufacturer. Heavy units shall be handled with suitable mechanical equipment. Ductile iron insertion valves which are dropped or otherwise mishandled or damaged prior to the Engineer's final certification shall be checked by a representative of the manufacturer, and repaired or replaced, if necessary, at the Contractor's expense.

The water main where the valve is to be installed shall be wire brushed and scraped to remove any debris, corrosion deposits, or other surface irregularities that might interfere with proper seating and sealing of the ductile iron insertion valve sleeve against the water main. The mounting body shall be assembled on the water main and thoroughly checked for proper fit. Under no circumstances shall the Contractor attempt to force, reshape, or bend the valve by excessive tightening of the bolting.

Once fully tightened in place, the insertion valve shall be given a hydrostatic pressure test to confirm the outlet has achieved a tight seal. All insertion valves shall be hydrostatically pressure tested to 1.25 times of the system operating pressure or a maximum of 250 psi. The test shall be sustained for a minimum of 15 minutes without any leakage or drop in pressure.

Prior to mounting temporary tapping valve and pressure tapping machinery, the City shall install concrete thrust and support blocking. Concrete shall be allowed to cure overnight before any valves or machinery are mounted onto the insertion valve.

Drilling equipment shall be in good condition and equipped with power drive to ensure smooth cutting, and to minimize shock and vibration. Cutting equipment shall be carbide tipped and have a coupon retention device in the pilot drill suitable for retaining the size of coupon to be cut.

Once the ductile iron insertion valve has been installed, the City shall confirm the valve closes tightly. If the valve does not close tightly, the Contractor shall make the required adjustment(s) necessary so that the valve closes tightly.

3.6 Measurement

The quantity to be paid for under Item 3A 4-Inch Ductile Iron Insertion Valve shall be the number of 4-inch ductile iron insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 3B 6-Inch Ductile Iron Insertion Valve shall be the number of 6-inch ductile iron insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 3C 8-Inch Ductile Iron Insertion Valve shall be the number of 8-inch ductile iron insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 3D 10-Inch Ductile Iron Insertion Valve shall be the number of 10-inch ductile iron insertion valves ordered by the City and successfully installed, complete as specified.

The quantity to be paid for under Item 3E 12-Inch Ductile Iron Insertion Valve shall be the number of 12-inch ductile iron insertion valves ordered by the City and successfully installed, complete as specified.

3.7 Payment

The unit price bid per each 4-Inch Ductile Insertion Valve under Item 3A shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 4-inch ductile iron insertion valves, as required.

The unit price bid per each 6-Inch Ductile Insertion Valve under Item 3B shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 6-inch ductile iron insertion valves, as required.

The unit price bid per each 8-Inch Ductile Insertion Valve under Item 3C shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 8-inch ductile iron insertion valves, as required.

The unit price bid per each 10-Inch Ductile Insertion Valve under Item 3D shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 10-inch ductile iron insertion valves, as required.

The unit price bid per each 12-Inch Ductile Insertion Valve under Item 3E shall include full payment for all labor, equipment, tools, materials, and incidentals required to furnish and install 12-inch ductile iron insertion valves, as required.

APPENDIX A

INFORMATIONAL BULLETIN THE 10-HOUR OSHA CONSTRUCTION SAFETY AND
HEALTH COURSE, PROGRAM AND TRAINING

Informational Bulletin
**THE 10-HOUR OSHA CONSTRUCTION
SAFETY AND HEALTH COURSE, PROGRAM OR
TRAINING**

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered
into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, 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) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;

- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project 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;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations 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.