



**CITY OF MIDDLETOWN
PURCHASING OFFICE ROOM 112
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**

**CONTRACT DOCUMENTS
BID# 2015-007
ASBESTOS ABATEMENT SERVICES LOCATED
AT REMINGTON RAND BUILDING - G
PLANNING CONSERVATION AND DEVELOPMENT**

CARL R. ERLACHER, DIRECTOR OF FINANCE AND REVENUE SERVICES

DONNA L. IMME, C.P.P.B. - SUPERVISOR OF PURCHASES

**BIDS DUE: Monday, April 20, 2015 at 11:00 A.M.
Questions: Contact The Purchasing Office at (860) 638-4895**

**BID #2015-007 - ASBESTOS ABATEMENT SERVICES LOCATED AT REMINGTON RAND BUILDING - G
Planning, Conservation and Development Department**

	Page
Invitation to Bid	3
Information for Bidders	4-10
City Ordinances	11-15
Notice of Award	16
Agreement	17-19
Contractor's Check List	20
Bid Proposal Page	21-24
Non-Collusive Bid Statement	25
Contractors Qualification Statement	26-30
Change Order	31-32
Certificate of Release or Waiver of Payment	33-34
Workers' Compensation Act Conformance Form	35
List of Subcontractors	36
Bid Return Label	37
Insurance Requirements-Appendix B	38-39
Diagram Remington Rand (1 st Floor)	

**CITY OF MIDDLETOWN
INVITATION TO BID**

Bid Proposals shall be addressed to the Supervisor of Purchases, City of Middletown, C/O the Purchasing Office, Room 112, Municipal Building, Middletown, CT, 06457 and will be received until **Monday, April 20, 2015 at 11:00 A.M.** for the following project:

**BID#2015-007
ASBESTOS ABATEMENT SERVICES LOCATED AT REMINGTON RAND - BUILDING - G
PLANNING, CONSERVATION AND DEVELOPMENT DEPARTMENT**

Work required pursuant to this contract includes furnishing all labor, materials, equipment, and incidentals necessary to complete the construction of the above referenced project, which consists generally of the following work:

- A. Asbestos Abatement Services to remove and dispose black 9 x 9 floor tile and mastic.
- B. Asbestos Abatement Services to remove and dispose magnesium pipe insulation

⇒ **A pre-bid conference will be held on site at 180 Johnson Street, Middletown, CT on Friday, March 27, 2015 at 10:00 AM.** The sites are adjacent to each other; therefore we will visit the other site at the same time. Bidders are **strongly encouraged** to attend this meeting in person or by representative.

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov.**

Bids will be publicly opened and read aloud in Room 208, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and in an envelope using the bid return label as designated in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, and amendments to bids received after the time set for the bid opening will not be considered. **All bids must be completely filled out when submitted. No bid may be withdrawn for a period of ninety (90) days subsequent to the opening of bids without the written consent of the City of Middletown. Withdrawal of any bid must be submitted in writing to the City of Middletown.**

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **03/18/2015**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Office, Room 112, at the time and place set forth therein with the award to be made as soon as practicable thereafter.

All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and/or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give unit and lump sum prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should doubt their meaning, they should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.** Questions will be addressed in accordance with item #10 of the Information to Bidders

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals for any reason determined to be within the best interest of the City of Middletown. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the

Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making the bidder responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within **ten(10)** consecutive calendar days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to the bidder's firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to the bidder and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8 (m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) general contract in the aggregate to the lowest responsible bidder complying with these specifications, submitting the lowest total cost to complete the work as specified, providing that there are sufficient funds available to award this contract. It is the intent of the City to accept bids from general contractors only for this project. The lowest

responsible bid shall be determined based upon the sum of the base bid and bid alternates selected, if any. Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Time of Completion - Bidders are advised that time is of the essence with respect to this contract. The bidder therefore, shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Bidders are advised that this project shall be completed in accordance with the following schedule:

Bidders are advised that the date set for substantial completion for this project shall be on or before Thirty (30) calendar days after the award of bid and/or Notice to proceed.

→ The bidder shall be assessed a penalty/liquidated damages of five hundred (\$500.00) dollars per day beyond the date set for substantial completion.

Failure to meet the above specified completion time shall constitute default and breach of contract and the owner may then authorize procurement of such services from the most expeditious alternate source available to them.

All excess expenses charged for alternate procurement of defaulted services under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the owner the

difference between the contract price and what the owner must pay to obtain the item from said alternate source.

9. Prices - In the event of discrepancy between the unit prices or lump sum prices quoted in the proposal in words and those in figures, the written prices shall control. The prices are to include furnishing all material, equipment, labor, and incidentals necessary to comply with the City's requirements.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in writing, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Monday, April 13, 2015 by 12:00 PM, (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the

Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletonct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment entitled Exhibit A. The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

12. Excise and Sales Tax - Services provided to the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes.

13. Firm Pricing - The City of Middletown requires that all bidders hold bid pricing firm the minimum of Ninety (90) consecutive calendar days from the date of receipt of bids.

14. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

15. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

16. Conditional/Qualified Bids - A conditional or qualified bid will not be accepted.

17. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must be noted over the signature of the bidder.

18. Wages and Salaries - The wage rates paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of contribution or payment paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-52 through 31-57a, inclusive, of the General Statutes, as amended, shall be at a rate equal to the rate customary or prevailing for the work in the same trade or occupation in the City of Middletown in which such public works project is being constructed.

Any bidder who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employee welfare fund shall pay to each employee as a part of his wages the amount of payment or contribution for his classification in each pay day.

The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the City of Middletown.

Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, remodeling or repair of any public building for or on behalf of the City of Middletown or any of its agents at a rate of wage which is less than the rate of wage customary or prevailing for the same work in the same trade or occupation in the City, shall be fined not more than Fifty Dollars (\$50.00) for each offense.

19. Building Permits - The selected bidder shall be required to obtain all necessary State and Local permits prior to the start of work as applicable. Fees for local permits shall be waived, however the State's portion is still applicable.

The bidders attention is directed to the fact that one or more permits are required under this project. The bidder shall be prepared to provide, as a condition of the bid, all work needed to secure the permits that are required for this project and shall reflect full cost for such work in their bid.

20. Contract Documents - The contract documents shall be incorporated into the agreement form between the City of Middletown and the bidder, which documents shall include the Invitation to Bid, Information to Bidders, Proposal Form, Non-Collusive Affidavit, Statement of Bidders Qualifications, Wage Rates and Certification Form, Notice of Award, Standard Agreement, Notice to Proceed, Performance Bond, Bid Bond, Labor and Materials Payment Bond, Certificate of Surety, Special Conditions, Supplementary Conditions, Conformance Form C.G.S., Change Order Form, Insurance Requirements, Certificate of Release or Waiver of Payment, Prevailing Wage Rates, General Conditions, Bid Attachments, Technical Specifications, any addenda issued during the bidding period and any other conditions or instructions bound as part of this specification.

21. Withdrawal and Modifications of Proposals - Proposals may be withdrawn by written or faxed request delivered to the City of Middletown, care of the Supervisor of Purchases, by the time fixed for opening of bids. Negligence on the part of the bidder in preparing the Proposal, confers no right for withdrawal of the same after it has been opened. Proposals received later than the time and date specified will not be considered. The City of Middletown reserves the right to select or reject any or all of the bids and/or the unit prices, and not necessarily in the order in which they appear in the Proposal Form if to do so is in the best interest of the City of Middletown.

22. Failure of Bidder to Execute Contract - When notification of award of the contract is made to the successful bidder and he does not, within ten (10) consecutive calendar days thereafter, execute a Contract in the form previously mentioned and furnish satisfactory bond, his failure to do so shall cause him to forfeit the bid bond furnished to the City with the bid as liquidated damages.

23. Bidders Qualifications - The City of Middletown may make such investigation as deemed necessary to determine that ability of the bidder to discharge his contract. The bidder shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any proposal if the bidder fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill his obligations and complete the terms of the contract. Determination of the lowest responsible bidder will be administered in conformity with the City ordinance. Each bidder shall submit, on the form furnished for that purpose, his qualifications for the work contemplated.

The bidder shall submit with his or her bid a completed notarized statement of bidder's qualifications to be submitted on the form attached to these documents.

The following factors will be considered by the City of Middletown in evaluating the bidders' qualifications:

- Qualifications must be submitted to the City of Middletown from General Contractors capable of providing General Construction, road and drainage improvements, site construction, and limited demolition.
- Bidders must be able to demonstrate their ability to review existing conditions and to present a work plan and cost to obtain the desired end results as stated in the construction documents.
- It is a requirement of this Contract that the work must be performed with a minimum of thirty percent (30%) of the work force of the selected bidder. The bidder shall be required to submit a list of their proposed subcontractors on the form furnished for that purpose. **This list must be submitted with the bid documents.**
- The bidder shall have adequate equipment and facilities for the proper performance of the work as set forth in the contract documents, and all such equipment and facilities shall be

subject to the approval of the owner.

- Bidders shall be required to submit "Contractors Qualification Statement" with their bid.

Failure to submit this qualification statement shall be considered by the City as non-responsive and the bidder's bid will not be considered further.

24. Quantities: The quantities and items of work specified herein are approximate only and are provided only for the comparison of bids and to indicate approximately the amount of the contract. The City does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does not call particular attention to the uncertainty in the quantities of the work involved which cannot be predicated in advance. The work under certain items may be materially greater or less than those given in the bid as may be necessary in the judgement of the owner to complete the work contemplated in the contract.

The City of Middletown shall reserve the right to increase or decrease the quantities of work required or may delete items of work as listed in the bid without prejudice towards the bid prices. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

25. Unit Price Items - The unit items stated in the proposal of the bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity estimated for each item by the unit price represents the total bid. Any proposal not conforming to this requirement may be rejected as unsatisfactory. The special attention of all the bidders is called to this provision so that should conditions make it necessary to revise the estimated quantities, no limit will be fixed for such increased or decreased quantities payment for same and shall be made at the contract unit price allowances specified.

26. Definition of Terms - For the purpose of this contract wherever the word bidder appears it shall refer to the contractor and wherever the word contractor appears it shall refer to the bidder.

27. Examination of Site - Each bidder shall visit and examine the sites of the proposed work and fully acquaint himself with conditions, including concealed conditions, relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any bidder to receive or examine any instrument, addendum or other documents or to visit the site and acquaint themselves with conditions there existing, shall in no way relieve any bidder from any obligation with respect to their bid or the contract.

28. Pre-bid Conference and Inspection - **A pre-bid conference has been scheduled for Friday March 27, 2015 at 10:00 am at site, 180 Johnson Lane, Middletown, CT. All prospective bidders are invited to attend this meeting to allow for questions and clarifications of the contract documents and to insure their understanding prior to bidding the project. Representatives of all interested bidders are strongly encouraged to attend this meeting.**

The pre-bid conference shall provide a means for the bidder to identify inconsistencies in the bid documents. Should the bidder fail to identify inconsistencies at this time and a question arises after the bidding period, it shall be assumed that the bidder had a clear understanding of the requirements of the contract and submitted their bid accordingly.

29. Site Visit: The bidder shall be required to complete an inspection of the site of proposed work to familiarize themselves with existing conditions and the scope of this project. Failure to complete this inspection shall not relieve the bidder of this responsibility nor entitle them to any additional consideration or compensation with respect to this contract.

Should the bidder identify inconsistencies in the contract documents or have questions regarding this project upon this inspection they shall be required to contact in writing by mail or fax to the City at (860) 638-1995. Any interpretation made as to the meaning or content of these specifications made by any individual other than the Architect shall not be binding. Failure of the bidder to direct questions to the City may be cause for the disqualification of their bid.

30. Alternate Bid Items The Bidder shall be required to provide bid prices for a series of add/deduct alternate bid items as shown on the proposal form. Bidders are advised that the City of Middletown shall reserve the right to accept and or reject the alternate bid items in any order or combination at the time the contract is awarded and to determine the lowest responsible bidder on the sum of the base bid and alternate bid items accepted.

Bidders agree that should any alternate bid item not awarded by the City with the base bid be awarded by the City to the bidder in the future, an amendment to the contract documents, in the form of a contract amendment form shall be made a part of the contract document herein, shall be executed. No other act shall serve as authorization for the bidder to proceed with the alternate bid items. All bonds required shall be amended by the bidder to conform to the additional services and additional amounts as required under the amendment to the contract. Amended bond forms shall be filed in the Purchasing Office to be kept with the original contract and bonds.

31. Partial Award- Bidders are advised that the City of Middletown shall reserve the right to award the contract for the base bid only or for the base bid plus any one or combination of bid alternate items based upon available funding.

32. Termination of Agreement - If bidder fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the bidder's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this

Agreement immediately. Additionally, the City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving ten (10) days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in such event, the contract shall terminate at the end of that month. The bidder shall be compensated for only those services actually rendered prior to the date of termination.

33. Laws and Regulations: The bidder's attention is directed to the fact that all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations, codes of all authorities having jurisdictions over construction work in the locality of the project shall apply to the contract throughout the completion of the work and they are deemed to be included herein the same as though written out in full; this includes the municipality's equal opportunity requirements.

34. Notice of Special Conditions: Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following.

- Insurance Requirements; and
- Interpretation of Drawings and Specifications; and
- Equal Employment Opportunities as required by the City.

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

(5-14-93)

36. Workers' Compensation Act All bidders are required to conform to C.G.S. Section 31-286a, as amended, concerning worker's compensation insurance requirements for Contractors on Public Works projects. The bidder shall submit with his/her bid a completed and notarized Workers

Compensation Act Conformance Form.

37. Americans with Disabilities Act - The bidder in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected

groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.

B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by

the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquires and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance

shall be made in the index or table of contents of the bid and contract documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and

tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

- A. There shall be a committee known as the Contract Compliance Committee. The Committee shall consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.
- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee.
(3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.

- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not

done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.

- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.
- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be

construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor. (9/7/99, 11/1/2002)

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

**BID #2015-007 – ASBESTOS ABATEMENT SERVICES
LOCATED AT REMINGTON RAND – BUILDING G
Planning, Conservation and Development**

The City of Middletown has selected your firm as the apparent low bidder to complete the removal and disposal of asbestos abatement located at Remington Rand – Building G in response to its advertisement for bids dated **03/18/2015** and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items to be provided at the following costs:

#	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
---	------------------	----------	------------	-----------

For a total contract award of:

_____ (\$ _____)

Written figures

_____ will be authorized

Firm Name

to proceed with this work or provide the specified items and or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Mayor of the City of Middletown.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within **ten (10)** calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the City of Middletown will be entitled to consider all your rights arising out the City's acceptance of your Bid as abandoned and the City will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this ___ day of _____, 2015

By: _____
Title: Supervisor of Purchases

ACCEPTANCE OF NOTICE

The receipt of the above Notice of Award is hereby acknowledged by

Signature _____

this the ___ day of _____, 20__.

Name/Title _____

**AGREEMENT
BID #2015-007
Asbestos Abatement Services located at Remington Rand Building - G
Planning Conservation and Development Department
Middletown, Connecticut**

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the City of Middletown, Connecticut, hereinafter called the Owner, and _____ hereinafter called the bidder, WITNESSETH: that the parties to this agreement each in consideration of the agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the Owner for itself, and the bidder, for himself, and his heirs, executors, administrators, successors and assigns, as follows:

Article 1. Scope of Work - The contractor shall furnish all of the labor, equipment, materials and incidentals necessary to complete the project as specified in the Contract Documents entitled: BID #2015-007 Asbestos Abatement Services located at Remington Rand Building - G – Planning Conservation and Development Department as prepared by the City of Middletown, Connecticut.

Article 2. The Contract Sum - The contract sum specified in the contract documents under the applicable items includes all state and local sales, use, occupations, gross receipts and other similar taxes and license fees, all of which are to be paid by the bidder. Said contract sum also includes, and the bidder shall pay, the contributions measured by wages of his employees, required by the Social Security Act and the Public Laws of the State in which the work is done and shall accept exclusive liability for said contributions. The bidder further shall indemnify and hold harmless the City, its officers, agents, servant and employees on account of any contributions measured by the wages as aforesaid of employees of the bidder and his subcontractor assessed against the City under authority of said Act and Public Laws of the State.

Compensation for services shall be made in accordance with the total cost included in this agreement.

#	ITEM DESCRIPTION	TOTAL COST
---	------------------	------------

Total compensation due the contractor shall be made based upon the work actually completed at the above lump sum prices and shall be:

_____ (\$ _____)
Written figures

Article 3. Progress Payments: Progress payments shall be made in accordance with Article # 9, Application for Progress Payments of the Supplementary Conditions of these specifications, unless specifically modified herein which shall be as follows:

Progress payments shall be made in accordance with Section 9 Application for Payments of these specifications, unless specifically modified herein. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the City, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the City may require. Materials stored on the site for future installation **may not be** included in the Application for Payment subject to the approval of the Architect.

The City will, within ten (10) days after receipt of each application, either accept or refuse the application, including his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment.

The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainage will be held by the Owner until the completion of the Work.

The Owner will, no sooner than ten (10) consecutive calendar days from the date the invoice is approved by the Planning, Conservation and Development and received by the Department of Finance, pay the Contractor the due amount.

The contractor warrants and guarantees that title to all work, materials and equipment included and covered by each respective Application for Payment will have passed to the Owner, prior to the making of the application for

payment, free and clear of all liens, claims, security interest and encumbrances.

Prior to the Final Application for Payment, the General Contractor shall submit to the Project Architect a duly notarized "Certificate of Waiver and Release of Lien" in the form as set forth on the form included with these specifications for all subcontractors and suppliers providing labor and materials on this project.

Final payment shall be released to the General Contractor upon the receipt of all of the "Certificate of Waiver and Release of Lien" forms from each subcontractor and / or suppliers furnishing labor or materials on this project in accordance with the contract terms

Article 4. Contract Documents: The contract documents include the Invitation to Bid, the Information for Bidders, the Bid Attachments, the General Specifications, the General Conditions, the Bid Proposal Page, the Non-Collusive Bid Statement, the Notice of Award, this Agreement, any addenda issued, the Wage Rates, the Statement of Contractor's Qualifications, Performance Bond, Labor and Material Bond, and the Insurance Requirements which form the entire Contract as if more fully stated herein.

Article 5. Time of completion: The contractor shall be required to commence work within ten (10) calendar days from the date specified in the Notice to Proceed as issued by the City and shall agree to complete the work in accordance with the following schedule:

Bidders are advised that this project shall be completed in accordance with the following schedule:

Completion shall be within Thirty (30) Calendar Days from receipt of Notice to Proceed

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

ATTEST:

CITY OF MIDDLETOWN, CONNECTICUT

Mayor _____
Daniel T. Drew

Date: _____

ATTEST:

BIDDER:

BY _____

Date: _____

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

CONTRACTOR'S CHECK LIST

BID #2015-007

**Asbestos Abatement Services located at Remington Rand Building – G
Middletown, CT - Planning Conservation and Development Department**

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the bidder's use and shall not be required for submittal.

FORM DESCRIPTION

Bidder please and enclose the following forms with your bid

- 1. BID PROPOSAL PAGES: pages 21 through 24
(Signed in Appropriate places)
- 2. NON-COLLUSIVE STATEMENT
(Notarized Original)
- 3. STATEMENT OF CONTRACTORS QUALIFICATIONS
(Notarized Original)
- 4. WORKER'S COMPENSATION ACT CONFORMANCE FORM
- 5. LIST OF PROPOSED CONTRACTORS

**BID #2015-007 of Asbestos Abatement Services
Located at Remington Rand - Building G.,
Middletown, CT -Planning, Conservation and Development
BID PROPOSAL PAGE**

Issue Date: 03/18/2015 Reply Date: Monday, April 20, 2015 at 11:00 AM

To: Supervisor of Purchases
City of Middletown
Room 112, Municipal Building
Middletown, CT 06457

We the undersigned have examined the contract documents which include the drawings and Project Manual prepared by The City of Middletown, Information to Bidders, Specifications, General Conditions and related contract documents and propose and agree to contract with the City of Middletown (herein called the owner) in the form of a contract, to provide all necessary labor, machinery, tools, apparatus, equipment and other means of construction and do all the work and furnish all materials called for or shown on the drawings, specifications and other documents in the manner prescribed and according to the requirements of the Owner, within the time set forth in the contract documents at the bid prices incorporated herein.

The bid is made with the understanding that it cannot be withdrawn for ninety (90) days after the date set for opening of the bids.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

TIME OF COMPLETION:

SUBSTANTIAL COMPLETION FOR THE ENTIRE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: Thirty (30) DAYS, FOLLOWING RECEIPT OF NOTICE TO PROCEED.

WE AGREE THAT WORK OF THE CONTRACT SHALL BEGIN WITHIN TEN (10) DAYS AFTER THE AWARD OF THE CONTRACT AND RECEIPT OF THE NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDA:

- No. 1 Date: _____
- No. 2 Date: _____
- No. 3 Date: _____

In the bid items that follow, Bidder shall include all applicable taxes, fees and other incidental costs. Bidder must bid on every item. Prices are to be written in words and figures. In case of a discrepancy, the bid amount in words shall prevail. Unit price per unit of measure shall include material, overhead, any direct or indirect expenses of the Contractor or Subcontractor, profit, insurance, bonding, and any applicable taxes. The same unit price shall apply whether work is added or deducted. The unit price may be deducted from or added to the Contract Sum by Change Order in the event the project Scope of Work is altered.

#	QTY.	UNIT OF MEASURE	ITEM DESCRIPTION UNIT PRICE PER EACH – WORD AND FIGURES	TOTAL EXTENSION IN FIGURES
1	3250	SQUARE FOOT	Furnish all labor, equipment, materials and incidentals required to remove and dispose of black 9 x 9 floor tile and associated mastic. <div style="text-align: right;">(\$ _____)</div> <hr/> Written figures Unit Price Per SF	\$ _____
2	175	LINEAR FOOT	Furnish all labor, equipment, materials and incidentals required to remove and dispose of magnesium pipe insulation contained with asbestos. <div style="text-align: right;">(\$ _____)</div> <hr/> Written figures Unit Price Per LF	\$ _____
GRAND TOTAL COST FOR ITEMS #1-2:				
				(\$ _____)
Written Figures				

IN SUBMITTING THIS BID, THE BIDDER ACKNOWLEDGES THAT:

- NO REPRESENTATION OF WARRANTY HAS BEEN MADE BY THE OWNER THAT THE ESTIMATED QUANTITIES USED FOR COMPARISON OF BIDS WILL EVEN APPROXIMATE THE ACTUAL QUANTITIES REQUIRED TO SATISFACTORILY COMPLETE THE WORK REQUIRED UNDER THIS CONTRACT.
- UPON RECEIPT OF WRITTEN NOTICE OF ACCEPTANCE OF THIS BID BY THE OWNER, THE BIDDER SHALL EXECUTE THE CONTRACT ATTACHED TO THESE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS AND DELIVER THE BONDS AS REQUIRED IN THESE DOCUMENTS. THE BID SECURITY SUBMITTED WITH THIS BID WILL BECOME THE PROPERTY OF THE OWNER IN THE EVENT THE CONTRACT AND BONDS ARE NOT EXECUTED WITHIN THE TIME HEREIN SET FORTH AS LIQUIDATED DAMAGES FOR THE DELAY AND ADDITIONAL EXPENSE TO THE OWNER CAUSED THEREBY.
- THIS BID IS MADE WITH THE UNDERSTANDING THAT IT CANNOT BE WITHDRAWN FOR NINETY (90) DAYS AFTER THE DATE SET FOR OPENING OF BIDS.
- THIS BID IS SUBMITTED IN FULL COMPLIANCE WITH THE CONDITIONS OUTLINED IN THE CONTRACT DOCUMENTS.

THE BIDDER HAS FULLY RESPONDED TO AND COMPLETELY FILLED IN ALL REQUIRED SPACES IN THE BID DOCUMENTS, INCLUDING THE NON-COLLUSIVE FORM, AND OBTAINED THE NECESSARY NOTARY PUBLIC SIGNATURES, WHERE REQUIRED.

- IF THIS BID SHOULD BE ACCEPTED BY THE CITY OF MIDDLETOWN AND THE BIDDER SHALL FAIL TO NEGOTIATE AND FULFILL ALL TERMS OF THE CONTRACT, THE BID BOND ACCOMPANYING THIS BID (PROPOSAL) SHALL BECOME THE PROPERTY OF THE CITY OF MIDDLETOWN; OTHERWISE THE ACCOMPANYING BID BOND WILL BE RETURNED TO THE UNDERSIGNED UPON SATISFACTORY EXECUTION OF THE CONTRACT.

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

CONTRACTOR'S QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

SUBMITTED TO: _____

SUBMITTED BY: NAME: _____ Corporation []

ADDRESS: _____ Partnership []

PRINCIPAL OFFICE: _____ Individual []

Joint Venture []

Other []

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?

2. How many years has your organization been in business under its present business name?

3. If a Corporation, answer the following: 4. If a Partnership, answer the following:

Date of Incorporation: _____ Date of Organization: _____

State of Incorporation: _____ Type of Partnership: _____
(General/Limited/++Asso)

President: _____

Name and address of all partners:

Vice President(s): _____

Secretary: _____
Treasurer: _____

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces?

List trades:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract? If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

<u>PROJECT NAME</u>	<u>OWNER</u>	<u>ARCHITECT/ENGINEER</u>	<u>CONTRACT AMOUNT</u>	<u>CONTRACT DATE</u>	<u>PERCENT COMPLETE</u>	<u>SCHEDULED COMPLETION</u>
---------------------	--------------	---------------------------	------------------------	----------------------	-------------------------	-----------------------------

10. List major construction projects your Organization has completed in the past five years:

<u>PROJECT NAME</u>	<u>OWNER</u>	<u>ARCHITECT/ENGINEER</u>	<u>CONTRACT AMOUNT</u>	<u>DATE AWARDED</u>	<u>DATE COMPLETED</u>	<u>PERCENT WITH OWN FORCES</u>
---------------------	--------------	---------------------------	------------------------	---------------------	-----------------------	--------------------------------

11. Lists of the plant and equipment available to properly and expeditiously perform the work:

12. List the construction experience of the principal individuals in your Organization:

<u>Individual's Name</u>	<u>Construction Experience-Years</u>	<u>Present Position & Years Experience</u>	<u>Dollar Volume Responsibility</u>	<u>Previous Position & Years Experience</u>
--------------------------	--------------------------------------	--	-------------------------------------	---

13. List states and categories in which your Organization is legally qualified to do business:

14. Bank References: _____

15. Trade References: _____

16. Name of Bonding and Insurance Companies and Name and Address of Agents:

17. The undersigned agrees to furnish, upon request by the Owner, if being considered for award of contract for the project upon which a bid proposal has been submitted within 48 hours after the bid opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

- Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.
- Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares per values, earned surplus).

- Date of Statement or balance sheet: _____
- Name of firm preparing statement: _____ By: _____ (Agent and Capacity)
18. Dated at _____ this _____ day of _____ 20____.
19. NOTARIZATION: State of _____ County of _____

_____ being duly sworn deposes and says that he (she) is the _____ of _____ Contractor (s), and that the answers to the foregoing questions and all statements therein contained are true and correct.
 Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public: _____
 My Commission Expires: _____

CITY OF MIDDLETOWN

CHANGE ORDER

Page 1

BID #2015-007 Asbestos Abatement Services Located at Remington Rand - Building G., Middletown, CT -Planning, Conservation and Development

To: _____ Change Order Number: _____
Name and Address

Contract Date: _____

THE CONTRACTOR AGREES THAT THIS CHANGE ORDER ADJUSTS THE CONTRACT PRICE AND TIME TO REFLECT FAIRLY ALL OVERHEAD, PROFIT, CHARGES, COSTS, EXPENSES, DELAYS, DAMAGES AND OTHER PAYMENTS THAT MAY BE CLAIMED DUE AND OWING TO THE CONTRACTOR AS OF THE ABOVE STATED DATE, AND AGREES THAT THE ACCEPTANCE OF THIS CHANGE ORDER BY THE OWNER WILL CONSTITUTE A COMPLETE AND FINAL ACCORD AND SETTLEMENT OF CONTRACTOR'S CLAIMS AGAINST THE OWNER ON ACCOUNT OF THIS CHANGE IN THE WORK.

You are directed to make the following changes in this Contract:

The original Contract Sum was..... \$ _____

Net changes by previous Change Orders. \$ _____

The Contract Sum prior to this Change Order was. \$ _____

The Contract Sum will be (increased, decreased, unchanged) by this Change Order..... \$ _____

The new Contract Sum including this Change Order will be..... \$ _____

The Contract Time will be (increased, decreased, unchanged) by days _____

The Date of Completion as of the date of this Change Order therefore is _____

Department Head

Contractor

CITY OF MIDDLETOWN-MAYOR

Address

Address

245 DEKOVEN DRIVE

By

By

By (Mayor)

Date

Date

Date

CERTIFICATE OF WAIVER AND RELEASE OF LIEN

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

Subcontractor Name/Address

a corporation/partnership/business organized under the laws of the State of Connecticut, in consideration of the sum of:

Written figures (\$ _____)

received from _____
General Contractor Name/Address

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns all liens or right to claim a lien for work done and in place as of the date of this Release at the project commonly known as **BID#2015-007 Asbestos Abatement Services Located at**

Remington Rand - Building G., – Planning, Conservation and Development
Name of Project

Name of Subcontractor hereby

indemnifies the City of Middletown, Connecticut, against any and all claims for work performance and / or materials supplied by it/him/her/us under the above mentioned contract.

IN WITNESS WHEREOF, _____
Subcontractor Name/Address

has caused this Waiver and Release of Lien to be executed by its duly authorized officer this ____ day of _____, 2015

Executed and delivered in the presence of:

Witness By: _____

Witness

State of: _____ :

County of _____ :ss _____, 2015

_____ duly authorized, having duly sworn, deposes and says he/she is

_____ of
Title

Name of Subcontractor

and that the statements herein contained are true and correct.

Subscribed and sworn to before me this ____ day of _____, 2015.

Notary Public

Date

My commission expires: _____

**CITY OF MIDDLETOWN, CONNECTICUT
WORKERS' COMPENSATION ACT
CONFORMANCE FORM**

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

_____ do hereby certify that the
_____ and all of its
Company Name

subcontractors conform to all requirements of the Connecticut General Statutes Section 31-286a, as amended, concerning workers' compensation insurance requirements for contractors on public works projects.

Signed

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

Notary Public

My Commission Expires: _____

LIST OF SUB-CONTRACTORS
THIS FORM SHOULD BE TYPED
BIDDER NAME: _____

ADDRESS: _____

SUBMITTED BY: _____

SIGNATURE AND TITLE

WE HAVE USED THE FOLLOWING SUBCONTRACTORS IN PREPARING THIS BID AND PROPOSE TO CONTRACT WITH THEM FOR THE WORK NOTED. WE HAVE LISTED OUR OWN NAME AND ADDRESS ON WORK ITEMS THAT WE PROPOSE TO PERFORM WITH OUR OWN FORCES.

#	WORK CLASSIFICATION	LIST SUBCONTRACTOR NAME AND ADDRESS (MAY LIST UP TO THREE (3) SUBCONTRACTORS)
1	SITE WORK	
2	HAZARDOUS MATERIALS ABATEMENT	
3	OTHER BY SUBCONTRACTORS	
4	OTHER BY OWN FORCES	
5	GENERAL CONSTRUCTION	

APPENDIX B - INSURANCE REQUIREMENTS

**Bid #2015-007
ASBESTOS ABATEMENT SERVICES LOCATED AT REMINGTON RAND – BUILDING G
PLANNING CONSERVATION AND DEVELOPMENT DEPARTMENT**

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as an Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease, Policy Limit
- \$500,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000

is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(4) **Environmental Impairment Liability Coverage –**

The **BIDDER** shall carry Environmental Impairment Liability Insurance in the amount of \$1,000,000.

C. SUBCONTRACTORS REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured's on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

March 5, 2015
DATE

