

TOWN OF GLASTONBURY
INVITATION TO BID
GL-2022-06

WELLES TURNER MEMORIAL LIBRARY FF&E

2407 MAIN STREET
GLASTONBURY, CT 06033

DATE OF ISSUANCE: 07-19-2021

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**LEGAL NOTICE – INVITATION TO BID
TOWN OF GLASTONBURY
WELLES MEMORIAL TURNER LIBRARY
FURNITURE FIXTURES AND EQUIPMENT (FF&E)
GL-2022-07**

The Town of Glastonbury (“The Town”) is requesting proposals from licensed, qualified bidders for Welles Turner Memorial Library FF&E (the “Project”) at the premises known as 2407 Main Street, Glastonbury, CT 06033 (“the “Premises”). Bids can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the BID title “GL-2022-07 – Welles Turner Memorial Library FF&E”. Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website: <https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4>. Bids for the Project shall be submitted no later than 11:00 A.M. on August 9, 2021, after which time the bids will be publicly opened. No late bids will be accepted. Bids may not be withdrawn or modified for ninety (90) days after Bids are opened.

The Project will include the following: The furnishing, delivery and installation of furniture, fixtures and equipment for the Welles Turner Memorial Library all as described in the Bidding Documents identified in the Instructions to Bidders. The work for the Project is divided into four categories (each a “Work Category”) each of which will be bid and awarded separately. Qualified Bidders may elect to bid on one or more Work Category as provided in the Bidding Documents.

This Invitation to Bid, Instructions to Bidders, and other Bidding Documents are available for viewing and downloading on the State Contracting Portal at www.das.state.ct.us, and the Town of Glastonbury website www.glastonburyct.gov at no cost.

For any Bid where the aggregate of the base bid amounts bid for all Work Categories equals or exceeds \$50,000, such Bid must be accompanied by bid security in the form of a Bid Bond, certified in an amount not less than 10% of such aggregate amount except as otherwise expressly provided in the Instruction to Bidders. If the aggregate of the base bid amounts for all Work Categories awarded to a single Bidder exceeds One Hundred Thousand Dollars (\$100,000), such Bidder will be required to provide performance and labor and material payment bonds in the full amount of the aggregate agreed contract price for all such Work Categories.

Bidders are further advised that the Project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women’s Business Enterprises are encouraged to bid.

The Town reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any formalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

INSTRUCTIONS TO BIDDERS

PART 1 – PROJECT DESCRIPTION AND SCHEDULE

1.1 Project Description:

The Project entails the furnishing, delivery and installation of furniture, fixtures and equipment for the Welles Turner Memorial Library located at 2407 Main Street, Glastonbury, Connecticut 06033. The furniture, fixtures and equipment to be provided are more particularly described in the Bidding Documents (the FF&E”). The scope of work for the Project will include all materials, labor, services, equipment, systems and machinery required to furnish, deliver and install the FF&E as provided in the Bidding Documents.

The work for the Project is divided into four categories (each a “Work Category” and collectively, the “Work Categories”) each of which are to be bid and awarded separately. Qualified Bidders may elect to bid on one or more of the Work Categories as provided in the Bidding Documents. The Work Categories for the Project are generally described below:

Work Category A- Outdoor & Upholstered Furniture
Work Category B -Storage & Privacy Pods
Work Category C – Reupholstery of Existing Furniture
Work Category D – Maker Space Equipment

1.2 Project Schedule

It is anticipated that the successful Bidder for each Work Category will commence the delivery and installation of the furniture, fixtures and equipment required for such Work Category on December 6, 2021 and complete such delivery, installation and associated services no later than December 17, 2021.

Time is of the essence of the Contract(s). Compliance with the timeline set forth above is absolutely essential to the use and occupancy of the Welles Turner Memorial Library Project (the “Library Project”) for the Town’s operations. Contractor is to include in its quotations all costs, extra crews, equipment, freight, warehousing, etc. as required to meet schedule.

The Contractor selected for each Work Category shall set forth a detailed schedule, including deliveries and field installation as proposed to meet the required completion date. Such schedule shall be compatible with Construction Schedule for the Library Project. Contractor shall notify the Town a minimum of ten (10) business days in advance of delivery. As a part of bid analysis, each Bidder may be asked to describe in detail how it would furnish and install its portion of the Project, schedule, manpower, deliveries, etc. This information would be requested shortly after receipt of bids.

If Contractor is behind schedule through fault of no one but itself, its contractors or suppliers, Contractor shall add manpower and/or work overtime as required in order to regain schedule. No compensation for such overtime or added manpower will be made.

PART 2 – GENERAL INFORMATION

2.1 Definitions

- A. Addenda/Addendum: Written or graphic instruments issued by the Town prior to the execution of a Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Architect: TSKP Studio LLC
- C. Architect's Representative: Susan Pinckney, NCIDQ, Tel. No. (860) 547-1970 Email address: SPinckney@TSKP.com.
- D. Base Bid Amount: The total sum for which the Bidder offers to perform the work for a particular Work Category described in the Bidding Documents.
- E. Bid: The complete submission provided by a Bidder in response to the Invitation to Bid.
- F. Bid Form: The form to be submitted by each Bidder attached hereto as Attachment 1.
- G. Bidder: A person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- H. Bidding Documents: All of the documents listed on Attachment 2.
- I. Bid Timeline: The dates applicable to this solicitation and the Bid submission process in connection with the Invitation to Bid and set forth in Section 5.1 of these Instructions to Bidders.
- J. Contract Documents: The Bidding Documents, any Addenda and the Contract .
- K. Contract: A contract entered into by the Town and a Contractor for the work for one or more Work Categories.
- L. Contract Price: The total compensation to be paid to the Contractor under a Contract for all Work Categories awarded to such Contractor.
- M. Contractor: The successful Bidder selected by the Town for one or more Work Categories in connection with this Invitation to Bid.
- N. DAS Website: www.das.state.ct.us
- O. Form of Contract: The modified AIA A151-2019 Owner/Vendor Agreement for FF&E attached hereto as Attachment 3.
- P. Invitation to Bid: Legal Notice - Invitation to Bid included in this solicitation and published in connection with the Project.
- Q. Purchasing Agent: Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033; (860) 652-7588; purchasing@glastonbury-ct.gov.
- R. Statement of Qualifications: Statement of Qualifications attached hereto as Attachment 8.
- S. Submission Deadline: The date and time by which all Bids must be submitted as set forth in Section 5.1 of these Instructions to Bidders.
- T. Submission Documents: The documents required to be submitted as part of the Bid listed on Attachment 4.
- U. The Town's Representative: David Sacchitella, Building Superintendent, 2143 Main Street, P.O. Box 6523, Glastonbury, CT 06033, (860) 652-7706, dave.sacchitella@glastonbury-ct.gov.
- V. Town's Website: www.glastonburyct.gov

2.2 Bidding Documents

- A. Bidding Documents will be posted on the DAS Website located under the State Contracting Portal. These Bidding Documents will also be available on the Town's Website.

- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Town nor the Architect assume any responsibility for errors or misinterpretations resulting from a Bidder's use of incomplete sets of Bidding Documents.
- C. Access to and copies of the Bidding Documents are made available by the Town for the sole purpose of obtaining Bids for the Project. No license or permission is granted to any person or entity for any other use of the Bidding Documents.
- D. The Town reserves the right to amend the Bidding Documents by issuance of Addendum if the Town deems it to be necessary, appropriate or otherwise in the best interest of the Town.

2.3 Requests for Information/Clarification

- A. Any ambiguities or inconsistencies in the Bidding Documents of which a Bidder becomes aware, all requests for clarification and interpretation of Bidding Documents and technical questions shall be emailed to the Town's Representative no later than the date and time indicated in Section 5.1 Bid Timeline. For administrative questions regarding this Bid, please contact the Purchasing Agent.
- B. No interpretation of any part of the Bidding Documents shall be provided to a Bidder verbally and only written interpretations posted on the State Contracting Portal and the Town's Website will be binding. All responses to requests for clarification or interpretation and all addenda and amendments to the Bidding Documents will be posted on the State Contracting Portal and the Town's Website. **Bidders are strongly encouraged to periodically access the DAS Website/State Contracting Portal and the Town's Website for updates and information related to this solicitation.**
- C. The Town reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the solicitation and selection process.

2.4 Substitutions

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimension, appearance and quality to be met by any proposed substitution.
- B. Any substitution to be considered as a written request in the bid documents. Such requests shall identify the applicable Work Category and include the name of the material or equipment which is to be substituted and a complete description of the proposed substitution including complete specifications, drawings, performance and test data, and other information necessary for a thorough evaluation. A statement setting forth changes in other materials, equipment or other portions of the work that the applicable Work Category would require shall be included. If samples are required to evaluate substitutions they must be available for delivery to the architect within 3 days after bid deadline. The burden of proof of the merit of the proposed substitution is upon the Bidder. The Architect's decision to approve or disapprove a proposed substitution shall be final. **Substitutes if approved must be identified for each item on the FF&E Specifications sheet (See Bid Form Schedule C) for such Work Category including manufacturer and model.**

2.5 Addenda

- A. Addenda will be issued by the Town in accordance with the Bid Timeline (as it may be adjusted in the discretion of the Town).

- B. Each Bidder shall confirm in writing as required on the Bid Form submitted as part of its Bid that the Bidder is aware of and has reviewed all Addenda issued.

2.6 Bid Security

- A. For any Bid where the aggregate of the base bid amounts bid for all Work Categories equals or exceeds \$50,000, such Bid must be accompanied by a copy of a fully and properly executed bid bond in the form attached hereto as Attachment 5 in an amount equal to Ten Percent (10%) of such aggregate amount. Original bid bonds shall be mailed or hand delivered to the following address:

If by USPS mail:

Town of Glastonbury
P.O. Box 6523
Glastonbury, CT 06033-6523
Attn: Mary F. Visone, Purchasing Agent

If by Hand Delivery:

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Attn: Mary F. Visone, Purchasing Agent

The original Bid Bond shall be submitted in a sealed envelope that is clearly marked with the Bidder's company name and address, the Bid number, Bid title, Work Category, and Bid Submission Deadline. Original bid bonds shall be received by the Town of Glastonbury Purchasing Agent within 24 hours after the opening of the Bids.

- B. Failure of a Contractor to execute a Contract in accordance with its Bid shall result in the forfeiture of such Contractor's bid security.

2.7 Performance and Payment Bond Requirements

- A. If the Contract Price under any Contract awarded hereunder exceeds \$100,000, the Contractor awarded such Contract will be required to provide Performance and Labor and Material Payment Bonds each in an amount not less than 100% of the Contract Price.
 - 1. The bonds must be issued by a surety rated A minus or better by A.M. Best and listed on the U.S. Department of Treasury's Listing of Approved Sureties. The bonds must be submitted to the Town prior to or upon the execution of the Contract by the Town. The cost of such bonds shall be separately identified on the Bid Form but included in the Base Bid Amount. The bonds shall also comply with the following requirements:
 - a. The bonds must comply with the requirements of CGS §49-41.
 - b. The bonds shall be dated the same date as the Contract.
 - c. The Town of Glastonbury shall be named as the obligee on all bonds provided for the Project.
 - d. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

- B. For any Bid where the aggregate of the Base Bid Amounts for all Work Categories exceeds \$100,000, the Bidder shall furnish with its Bid, satisfactory evidence from its surety of such Bidder's ability to obtain the required Performance and Labor and Materials Payment Bonds in the full amount of such aggregate amount.

2.8 Insurance Requirements

- A. The Contractor shall submit evidence of compliance with the insurance requirements set forth on Attachment 6 when and as provided in such Attachment.
- B. The cost of the required insurance shall be borne by the Contractor.

2.9 Prevailing Wage Requirements

- A. Prevailing wages are required on this Project in accordance with the rates attached hereto as Attachment 7, pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended. For further information on prevailing wage requirements, visit the Connecticut Department of Labor's website.
- B. The Contractor and each subcontractor shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.
- C. Wage Rates will be posted each July 1st on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Such prevailing wage adjustments shall not be considered a matter for any contract amendment or adjustment to the Contract Price. No escalation clauses shall be included in any Bid submission.
- D. The Contract shall provide, and the Contractor and subcontractors for the Project shall comply with the following: "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."
- E. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly by the Contractor to the Town's Representative and certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each invoice submitted by the Contractor, covering all activities relating to such invoice. Contractor shall provide pay scale verification as may be required by the Connecticut Department of Labor.
- F. Each Bidder shall confirm prior to submission of its Bid that the Bidder is carrying in its Bid and Base Bid Amount for each Work Category bid the proper trade classification for all work required for each such Work Category including composite crews of different trade classifications if needed, as required by the State of Connecticut Department of Labor and/or union agencies if applicable.
- G. Forms and additional information can be found on the Connecticut Department of Labor's website.

2.10 Non-Resident Contractors - Not Applicable

2.11 Incurring Cost

- A. Each Bidder is solely responsible for any and all costs and expenses incurred in the preparation and submission of its Bid.

2.12 Code of Ethics

- A. Bidder shall acknowledge that they have reviewed the document in the area provided on the Bid Form. The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed on the Town's Website. Upon entering the website click on Bids & Proposals Icon, which will bring you to the links for the Code of Ethics and the Acknowledgement Form.

PART 3 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

3.1 Non-Discrimination in Employment

- A. All provisions of all applicable State Labor Standards must be complied with under each Contract issued in connection with this solicitation. The Town is an Affirmative Action Equal Opportunity Employer.
- B. The Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran except as permitted by law in the case of a bona fide occupational qualification or need. The Contractor shall provide the Connecticut Human Rights and Opportunities Commission with such information requested by the Commission concerning the employment practices and procedures of the Contractor. The Bidder confirms and represents that it is an Affirmative Action/Equal Opportunity Employer.

3.2 Freedom of Information Requirements

- A. Contractor acknowledges that the Town is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by the Town shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by the Town.

PART 4 – GENERAL AND SPECIAL CONDITIONS

4.1 Taxes:

- A. Tax Exempt Project: The Project is tax exempt. A certificate of tax exemption will be provided by the Town to the Contractor. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Contractor is responsible.

4.2 Contract

- A. Form of Contract: The Town intends to use the Form of Contract included as Attachment 3 as the Contract for any Work Category awarded, further modified as appropriate to conform to and insert the requirements for such Work Category, incorporate the acceptable terms of the Contractor's Bid and to identify the Contractor. Contractor agrees to execute the Contract in such form as so modified within five days (Saturdays, Sundays and legal holidays excluded) after presentation by the Town to the Contractor and agrees that the provisions of the Contract shall be included in each subcontract issued by the Contractor for the Project, with the applicability of terms to be adjusted appropriately. **Bidders are cautioned to refer to the Form of Contract for information regarding the terms and conditions that will be applicable to the Project.**

Notwithstanding the foregoing, the Town reserves the right to modify the terms and conditions of the Form of Contract (and the Contract) prior to the execution of the Contract as deemed by the Town to be in the best interest of the Town.

4.3 Miscellaneous:

- A. OSHA Training: Pursuant to the requirements of Connecticut General Statutes Sec. 31-53b, the Town must include in each contract for a public works project the following provision: Each contractor shall furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under [section 31-53](#) on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with [29 CFR 1910.268](#), and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of [section 20-334d](#), who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.
- B. Project Meetings:
1. Pre-Installation Meeting: Soon after the award of a Contract for one or more Work Categories to a Contractor (but in any event prior to the start of any delivery or installation for any such Work Category), authorized representatives of the Contractor shall, if required by the Town, attend a pre-installation meeting at a location, time and date to be determined by the Town at the time of (or shortly after) the award of such Contract. Representatives of the Contractor attending such meeting shall be familiar with the Project and the subject Work Category and authorized to act on behalf of the Contractor as regards the Project. At such time delivery and installation logistics will be discussed including truck delivery locations, hauling routes, and other pertinent information.
 2. Project Meetings – During the course of the work for each Work Category, meetings will be scheduled as needed with the Town, Architect and Contractor's superintendent and/or project manager for such Work Category.

- C. Waste Disposal: Contractor for each Work Category will be responsible for removal and legal disposal of all packing materials/debris generated by the work for such Work Category including dumpsters.
- D. Toilet Facilities: The Contractor shall provide temporary portable toilets as required.
- E. Hours of Operation: The normal hours of work on the Project site shall be 7:00am until 3:30pm unless other arrangements are made in advance with the Town.
- F. Liquidated Damages:
 X No liquidated damages are established for this Project.
 Liquidated damages in the amount of \$_0.00 per diem for failure to timely complete the Work shall apply to this Project.
- G. Parking and Access: Parking of workers', supervisors', or management employees' cars will be allowed on the site only in designated areas.

Trucks will be allowed on the actual Project site only to make deliveries of material, tools, or equipment and must then leave promptly unless being used as a tool of the trade.
- H. Hoisting:

Hoisting is the responsibility of the Contractor. The Construction Manager will not provide crane(s), personnel or material hoists.
- Location and scheduling of Contractor's hoisting apparatus to be coordinated with Construction Manager's Project Superintendent.
- I. Clean Up:

Daily clean up and removal of rubbish is the responsibility of the Contractor. Contractor shall be responsible for proper disposal of all packing and crating materials off-site. Cooperation among Subcontractors is required and expected regarding cleaning of general litter. Buildings are to be kept clean at all times and failure of Contractor in this regard will result in back charges from the Construction Manager for cleaning.
- J. Cutting and Patching:

The Contractor shall perform all cutting and patching under jurisdiction of its trade(s) if cutting and patching are required as a result of Contractor's failure in the performance of the Work. The Contractor shall be responsible for the corrective cutting and patching at no cost to the Construction Manager.
- K. Protection Against Loss and Damage:

The Contractor shall protect and secure its materials and equipment against loss, including theft. The Town will not have any liability for theft. Contractor will protect its work from damage until its work for the applicable Work Category is complete.
- L. Elevator Use:

All furniture, fixtures and equipment for the Project is to be installed in sections of the Library that are accessible by elevator.
- M. Site Visit:

The Contractor acknowledges that prior to furnishing a proposal for the work for any Work Category, it has visited the site and is familiar with conditions at the site which could affect the work for such Work category and, in the locality, where such work is to be performed.

N. Safety Procedures:

The Contractors are required to follow OSHA regulations, any additional safety regulations as dictated by the Construction Manager, as well as their Company safety manuals.

O. Extra Work:

Any work that is required by the Town which is beyond the scope of the work included in a particular Work Category for which the Town and the applicable Contractor are unable to agree to a lump sum amount, will be performed on a time and material basis. Extra work tickets must be signed on a daily basis for this work.

For any work that is required by the Town that a Contractor disputes as being part of the work under its Contract, the Town will sign daily tickets for work verification only. No consideration will be given or change order issued for any claim of extra work that is not brought to the attention of the Town/Architect at the time the alleged extra work is required.

PART 5 – BID TIMELINE, PROCEDURES AND SUBMISSION REQUIREMENTS

5.1 BID TIMELINE

Item	Date
Bidding Documents Available	07/19/2021
Deadline for Submission of RFI/Clarifications	08/03/2021
Deadline for issuance of Addenda	08/05/2021
Bid Submission Deadline (and Bid Opening)	08/09/2021 at 11:00 AM
Scope Reviews (on or about)	TBD
Contract Award (on or about)	08/20/2021
Delivery and Installation	December 6, 2021 thru December 17, 2021
Completion Date for all Work Categories	December 17, 2021

The Town shall be entitled to adjust/extend the above dates and times as best serves the interests of the Town. Any such adjustment/extension will be set forth in an Addendum and posted on the State Contracting Portal and the Town’s Website.

5.2 Pre-Bid Meeting (Not Required)

5.3 Preparation and Submission of Bid

A. The form and style of Bids must conform to the Bid Form.

1. Bids shall be submitted on the Bid Form without modifications, revisions, conditions or deletions thereto except for the purpose of inserting information requested of the Bidder per the Bid Form. Modifications, revisions, conditions or deletions may be grounds for rejection of the Bid.

2. Each Bidder shall provide all requested information and completely fill in all blanks on the Bid Form using a typewriter or printed in ink. The submission of an incomplete or illegible Bid Form may be grounds for rejection of the Bid.
3. Interlineations, alterations and erasures made to the Bid Form must be clearly legible and initialed by the individual signing the Bid Form on behalf of the Bidder.
4. On each copy of the Bid Form submitted, the Bidder shall insert the legal name of the Bidder and the Bidder's current business address, email address, and telephone number for communication and notice purposes. The name and title of each person signing the Bid Form on behalf of the Bidder shall be typed or printed below the signature.
 - a. If the Bidder is a corporation, the Bid Form shall be signed on behalf of the corporation by a duly authorized officer of the corporation.
 - b. If the Bidder is a limited liability company, the Bid Form shall be signed by a duly authorized Member or Manager of the company.
 - c. If the Bidder is a partnership, the Bid Form shall be signed on behalf of the partnership by one or more duly authorized partners of the partnership.
 - d. If the Bidder is an individual, that individual shall sign the Bid Form as an individual noting, as applicable, the name under which that individual is doing business.
5. Each Bid for a particular Work Category must include all items required for such Work Category as reflected in the Bid Documents. Contractors may bid on one Work Category, or on more than one Work Category, but partial bids in a Work Category may be rejected. The Town reserves the right to make an exception to this requirement if it becomes apparent that multiple Bidders for a Work Category are unable to provide a price for a particular item in such Work Category.

B. Bid Submission:

1. Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <https://app.negometrix.com/buyer/2832> under the BID title "**GL-2022-07 – Welles Turner Memorial Library FF&E**". Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website: <https://help.negometrix.com/en/support/solutions/articles/9000177626-register-onnegometrix4>. Bids for the Project shall be submitted no later than 11:00 A.M. on 08/09/2021, after which time the bids will be publicly opened. No late bids will be accepted.

Bidders will be required to upload their bid response **as one consolidated pdf document** in the following file located in the bid portal:

- Bid Response & Related Documents
2. Bidders will be permitted to attend the virtual bid opening via Zoom and information will be made available at a later date on the Town's Website for those interested in attending.

5.4 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may only be withdrawn by written request of the Bidder received by the Purchasing Agent prior to the Submission Deadline. No Bidder may withdraw its Bid within ninety (90) days after the date that Bids are actually opened (the "Bid Holding Period"). Bids withdrawn prior to the Submission Deadline may be resubmitted up to the

Submission Deadline provided such resubmitted Bids are then fully in conformance with these Instructions to Bidders.

- B. Extension: Bids shall be valid until the expiration of the Bid Holding Period. If for some reason the Contract for a particular Work Category cannot be awarded and the Contract executed within the Bid Holding Period, the Bid Holding Period may be extended by mutual agreement between the Town and the Contractor selected for such Work Category.
- C. Bid Modification: Bids may be modified by written notice signed by the Bidder prior to the Submission Deadline. Such notice shall be accepted only via the online procurement portal identified in the Bidding Documents.
- D. Bid Clarification: The Town reserves the right to request clarifications from any Bidder. Such clarifications shall be provided at the Bidder's sole cost and expense.

5.5 Consideration of Bids

- A. Bids submitted timely and in accordance with the requirements of these Instruction to Bidders will be opened publicly.
- B. The Town reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in whole or in part;
 - 2. Reject any and all Bids in whole or in part for misrepresentation or if the Bidder is not deemed to be qualified to perform the work for the Work Category bid, or if the Bid limits, conditions or modifies any of the terms and conditions and/or specifications of the Bid;
 - 3. Cancel the award of Contract for one or more Work Categories or decide not to enter into a Contract for one or more Work Categories subsequent to award;
 - 4. Terminate the solicitation and rebid the Project or one or more Work Categories by advertising for new bids;
 - 5. Waive technical defects, irregularities and omissions in a Bid if, in the Town's judgment, the best interest of the Town would be served;
 - 6. Revoke the award of a Contract if such award was made on the basis of inaccuracies and clerical errors; and
 - 7. Reject a Bid as non-responsive if the Bidder does not make all required pre-award submittals within the timeframes designated by the Town.

5.6 Sub-bidders/Subcontractors

- A. Prior to the award of a Contract for any Work Category, the Town will notify the apparent successful Bidder for such Work Category in writing if the Town has reasonable objection to any Sub-bidder/Subcontractor proposed by such Bidder for the Project. If the Town has reasonable objection to a proposed Sub-bidder/Subcontractor, the Bidder may, at the Bidder's option, (1) withdraw its Bid, or (2) submit an acceptable substitute to the Town. Provided the Sub-bidder/Subcontractor rejected by the Town was willing, qualified and capable of performing in accordance with the terms of its sub-bid and all applicable terms of the Bidding Documents, the Contractor will be entitled to an adjustment in the Base Bid Amount for the applicable Work Category to cover the difference in cost occasioned by the substitution. The Town may accept the adjusted Base Bid Amount or disqualify the apparent

successful Bidder. Sub-bidders/Subcontractors proposed by a Bidder and to whom the Town has made no reasonable objection must be engaged by the successful Bidder to perform the Work for which such Sub-bidders/Subcontractors were proposed and shall not be changed except with the written consent of the Town.

5.7 Post Bid Scope Review Meeting

- A. After the opening of Bids, the Town will hold scope review meetings with some or select Bidders as deemed necessary by the Town. These meetings will be held at a location, date and time as determined by the Town. Bidders will be notified by the Town and shall make themselves available to attend these meetings.

PART 6 – SELECTION PROCESS

6.1 Basis for Selection

- A. Lowest Responsible and Responsive Qualified Bidder(s): It is the intent of the Town to award a Contract for each Work Category to the “lowest responsible and responsive qualified Bidder” submitting a Bid for such Work Category. Bids will be evaluated and awarded for each Work Category to the lowest responsible and responsive qualified Bidder for such Work Category which is the Bidder (i) whose Bid for such Work Category is the lowest of those Bidders submitting Bids for such Work Category possessing the skill, ability and integrity necessary to faithful performance of the work for such Work Category based on objective criteria considering past performance and financial responsibility; and (ii) whose Bid was submitted in accordance with the requirements set forth in the Bidding Documents. The Bidder will be required to establish to the satisfaction of the Town that the persons or entities proposed to furnish and perform the work for the applicable Work Category described in the Bidding Documents are reliable, responsible and capable. To the extent that the Bid Form asks for alternate bids for a particular Work Category, the Town’s determination of the lowest Bid for such Work Category will be based on the sum of the base bid amount and the alternate bid prices for the alternates that are selected by the Town for acceptance as determined by the Town to be in its best interest.
- B. Qualifications: To assist the Town in its determination as to whether or not a Bidder is qualified to perform the work for the Work Categories bid by such Bidder, each Bidder shall complete and submit the Statement of Qualifications attached hereto as Attachment 8 along with the required supporting documentation. To be qualified for this Project, a Bidder must meet the following minimum criteria:
 - (i) Bidder shall be engaged primarily in the business of furnishing, delivering and installing furniture, fixtures and equipment for a minimum of five (5) consecutive years;
 - (ii) Bidder must be properly licensed in the State of Connecticut as required for the performance of the work for each Work Category bid;
 - (iii) Bidder must have successfully completed at least five (5) similar projects within the last three (3) years.
- C. The Selection Criteria to be employed by the Town shall include, without limitation, the following:
 - 1. Bidder’s experience in the furnishing, delivering and installing of furniture, fixtures and equipment within budget and on time;

2. Bidder's capacity to perform the work for the Work Categories bid in light of Bidder's ongoing and future obligations;
 3. Bidder's credit history and financial stability;
 4. The experience of the Bidder's project team proposed to be used for the Project in the successful completion of projects of similar scope and size within budget and on time;
 5. The ability of the Bidder to provide the required bonds.
 6. Past performance on previous projects with the Town based on the Town's evaluation of the skill, ability and integrity of the Bidder in terms of the Bidders' fulfillment of contract obligations and of the Bidders' experience or lack of experience with projects of the nature and scope of the project for which the Bid is submitted.
- D. Interviews: The Town reserves the right to conduct interviews with one or more of the Bidders at a time and date to be determined by the Town. If a Bidder is requested by the Town to attend an interview, the attendees representing the Bidder shall include one or more representatives of the Bidder capable of responding to questions regarding the Bid submitted as well as the proposed superintendent/project manager for the Project.
- E. Negotiations: The Town reserves the right to negotiate with the Lowest Responsive Responsible Qualified Bidder per Work Category as determined by the Town to serve the best interest of the Town.

6.2 Selection and Award

- A. The Bidder selected for each Work Category must be determined by the Town, in its discretion, based on the Selection Criteria set forth in Section 6.1 and the entirety of the Bid submission, to be qualified and capable of performing the work for such Work Category in accordance with the requirements of the Bidding Documents. The Town shall be under no obligation to select the Bidder submitting the Bid with the lowest Base Bid Amount if the Town deems the Bidder to be not responsive, not responsible, or not qualified.
- B. Upon identifying the successful Bidder for a Work Category, the Town will send a written notice of intent to award to such Bidder. Notwithstanding receipt of such notice of intent to award, the Town shall have no obligation to such Bidder until such time as the Contract for such Work Category is fully executed.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to bid.

ATTACHMENT 1
BID FORM (6 pages)

Project: Town of Glastonbury
Welles Turner Library FF&E
2407 Main Street, Glastonbury, CT 06033
GL-2022-07

Submitted to: Town of Glastonbury
Attention: Mary F. Visone, Purchasing Agent
All bids shall be submitted electronically through the
secure e-procurement portal identified in the Bidding Documents

Bidder: _____ (Co. Name)
_____ (Address)

_____ (Authorized Individual)
_____ (Title)
_____ (Tel. No.)
_____ (Email Address)

Dated: _____, 2021

In compliance with the Bidding Documents as defined in the Instructions to Bidders issued by the Town of Glastonbury (“the Town”) on **07/19/2021** (the “Bidding Documents”), the undersigned Contractor (the “Bidder”) hereby proposes and agrees to fully perform the work described in the Bidding Documents within the time stated and in strict accordance with the Bidding Documents for the above referenced Project, for the sum(s) of money identified in this Bid Form.

This Bid is submitted on the basis that it may not be withdrawn or modified for **Ninety (90) Days after the Bids for the Project are opened.**

Furthermore, the undersigned Bidder declares the Project Site, the Invitation to Bidders, the Drawings, Specifications, Addenda, and the availability of material and labor has been carefully examined and agrees to furnish and install furniture, fixtures and equipment as specified and scheduled for the Work Category or Work Categories bid, including all supervision, material, labor, tools, apparatus and implements, freight, permits, removal of debris, and cartage. The undersigned Bidder also agrees to complete the work for the Work Category or Work Categories bid in accordance with the Contract Documents within the time limit stated below.

The undersigned Bidder is submitting the “Bid Form” with totals per Work Category bid and the completed, itemized “FF&E Specifications by Category” (See Bid Form Schedule C) with unit prices and extended prices indicated. These prices are to cover all expenses incurred in performing the work for each Work Category required under the Contract Documents, of which this proposal is a part.

The Bid Form and the FF&E Specifications by Work Category must be submitted together. See Item 2.4 of General Information to Bidders regarding substitutions and required submittals.

WORK CATEGORY A – Outdoor and Upholstered Furniture

For the delivery and installation of Work Category A Base Bid Furniture in accordance with the Contract Documents, including all supervision, labor, services and equipment necessary for the completion of the work for such Work Category the following Lump Sum:

Total Base Bid Amount for Work Category A Dollars (\$ _____)
Numeric Amount

\$ _____
Written Amount

The undersigned Bidder further agrees to complete the work in accordance with the Contract Documents.

Delivered and installed December 06, 2021 to December 17, 2021

WORK CATEGORY B – Storage and Privacy Pods

For the delivery and installation of Work Category B Base Bid Furniture in accordance with the Contract Documents, including all supervision, labor, services and equipment necessary for the completion of the work for the following Lump Sum:

Total Base Bid Amount for Work Category B Dollars (\$ _____)
Numeric Amount

\$ _____
Written Amount

The undersigned Bidder further agrees to complete the work in accordance with the Contract Documents.

Delivered and installed December 06, 2021 to December 17, 2021

WORK CATEGORY C – Reupholstery of existing furniture

For the delivery and installation of Work Category C Base Bid Furniture in accordance with the Contract Documents, including all supervision, labor, services and equipment necessary for the completion of the work for the following Lump Sum:

Total Base Bid Amount for Work Category C Dollars (\$ _____)
Numeric Amount

\$ _____
Written Amount

The undersigned Bidder further agrees to complete the work in accordance with the Contract Documents.

Delivered and installed December 06, 2021 to December 17, 2021

WORK CATEGORY D – Maker Space Equipment

For the delivery and installation of Work Category D Base Bid Furniture in accordance with the Contract Documents, including all supervision, labor, services and equipment necessary for the completion of the work for the following Lump Sum:

Total Base Bid Amount for Work Category D Dollars (\$) _____)
Numeric Amount

\$ _____
Written Amount

The undersigned Bidder further agrees to complete the work in accordance with the Contract Documents.

Delivered and installed December 06, 2021 to December 17, 2021

MANDATORY UNIT PRICES

The Bid includes labor, materials and equipment to complete the extent of the work stated in the Contract Documents for the Work Categories bid. The Bidder understands that the Town may adjust the actual quantities by 10%, either more or less than the scheduled quantities. If the actual quantities required by the Town vary from the scheduled quantities in the Contract Documents as applicable to a particular Work Category, the Bidder agrees to adjust the Contract Sum by the unit prices indicated on Bid Form Schedule C.

STORAGE CHARGES

Storage charges, if any, for each Work Category bid are included in the Base Bid Amount for such Work Category for the storage of the specified furniture, fixtures and equipment included in such Work Category until: December 31, 2021

Additional storage charges for furniture, fixtures and equipment stored for all Work Categories bid beyond December 31, 2021 will be:

STORAGE CHARGES Dollars Per Calendar Day Dollars (\$) _____)
Numeric Amount

\$ _____
Written Amount

DELIVERY DELAYS

For any items not received and installed by the Completion Date, which the Town deems necessary for the use of the Library, the Contractor will be required to loan, at no additional cost to the Town, substitutes, which are acceptable to the Town until such time as the contracted item is delivered.

Bid Price Itemization:

Submitted herewith as Bid Form Schedule A is the Bid Price Itemization which includes an amount for each component of the work for the Work Categories bid as required by and described in the Bidding Documents. The sum of all listed components for each Work Category shall equal the Base Bid Amount for such Work Category. Bidder acknowledges that, should conditions make it necessary to revise the scope of the work for any Work Category, the Bid Price Itemization applicable to such Work Category shall serve as the basis for adjustments to the Base Bid Amount for such Work Category.

Subcontractors:

Submitted herewith as Bid Form Schedule B is a list of the names and addresses of all Subcontractors proposed to be utilized on the Project by Work Category bid.

Receipt of Addenda Acknowledged:

	Signature
Addendum No. 1 dated _____, 2021	_____
Addendum No. 2 dated _____, 2021	_____
Addendum No. 3 dated _____, 2021	_____

Code Of Ethics:

I / We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes _____ No _____ *

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.

Contract Execution:

The Bidder agrees and warrants that, if selected as the Contractor for any Work Category, Bidder shall, within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a contract to perform the work for such Work Category in accordance with the Bidding Documents, the terms of this Bid Form and such other terms and conditions as may be mutually agreed by the Town and the Bidder.

Bidder's Representations:

By submission of this Bid Form and its Bid, the Bidder represents and acknowledges that:

1. The Bidder has carefully examined and is familiar with the Bidding Documents and all of the requirements set forth in the Bidding Documents. A Bidder’s failure to gain such familiarity with the Bidding Documents shall in no way relieve the Bidder of responsibility for all aspects of its Bid and the obligations set forth in the Bidding Documents.
2. The Bidder understands the requirements of the Bidding Documents and the scope of Work represented by the Bidding Documents to be performed by or on behalf of a Bidder.
3. The Bidder has checked all of the figures set forth in this Bid Form and the Schedules attached hereto and understands that the Town will not be responsible for any errors or omissions on the part of the Bidder in preparing this Bid.
4. The Bidder and appropriate Sub-bidders have visited the Premises, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
5. The Bidder is familiar with and agrees to comply with all federal, state and local laws, regulations, ordinances, codes and orders as relate to this solicitation and/or the performance of the scope of Work described in the Bidding Documents.

6. The Bidder has reviewed the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 effective November 8, 2013 and, if requested by the Town will submit an acknowledgement form provided by the Town if selected for award of a Contract hereunder.
7. The Base Bid Amount set forth in its Bid Form for a particular Work Category includes all labor, materials, equipment, fixtures, systems, supplies, tools, temporary facilities, transportation, supervision and other services necessary to complete the work for such Work Category as described in the Bidding Documents, inclusive of, without limitation, overhead, profit, general conditions, general requirements and insurance and bond costs, all without exception or qualification.
8. The Bidder has confirmed and incorporated into its Bid and Base Bid Amount for each Work Category bid the proper prevailing wage rate for its industry.
9. In submitting this Bid, it is understood that the right is reserved by the Town to reject any or all Bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder or bidders, all as may be in the best interest of the Town. It is agreed that this Bid may not be withdrawn for a period of ninety (90) days after the actual date the Bids are opened.

The Bidder certifies, under the penalty of false statement, that the information in this Bid Form and its Bid is true, and accurate, that the copy of the Bid Bond submitted with this Bid Form is a true, accurate and unmodified copy of the original bond issued by the Bidder's surety for the Project, and that the Bid was made without fraud or collusion with any person.

The undersigned declares that the person or persons signing this Bid is/are fully authorized to sign on behalf of the Bidder.

Signed this ____ day of _____, 2021

_____ (Name of Bidder)
 By _____ (Signature of individual signing on behalf of Bidder)
 _____ (Print name of individual signing on behalf of Bidder)
 Its _____ (Title of such individual such as President, Member, etc.)

BID FORM SCHEDULE A (part of Attachment 1)

Bid Price Itemization

Bidder's Name and Address: _____

A. Aggregate of Base Bid Amounts for all Work Categories bid: \$ _____

B. Payment & Performance Bond Premiums (Only applicable if aggregate of Base Bid Amounts for all Work Categories bid exceeds \$100,000) \$ _____

Sum of A and B above \$ _____
Numeric Amount

\$ _____
Written Amount

Signed this ____ day of _____, 2021

_____ (Name of Bidder)

By _____ (Signature of individual signing on behalf of Bidder)

_____ (Print name of individual signing on behalf of Bidder)

Its _____ (Title of such individual such as President, Member, etc.)

BID FORM SCHEDULE B (part of Attachment 1)

SUBCONTRACTOR LIST

Bidder's Name and Address: _____

<u>NAME OF SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>WORK SCOPE/CATEGORY</u>

(Add Additional Pages as necessary)

Signed this _____ day of _____, 2021

_____ (Name of Bidder)

By _____ (Signature of individual signing on behalf of Bidder)

_____ (Name of individual signing on behalf of Bidder)

Its _____ (Title of such individual such as President, Member, etc.)

BID FORM SCHEDULE C
FF&E Specifications per Category

Wells-Turner Memorial Library

Glastonbury, CT

FF&E Specifications by Category

General Notes :

Note: This is part of a larger project in which the remaining items will be purchased via State Contract.

Reference Drawings: Furniture Plans F1.01 & F1.02

- 1) FF&E "Specification by Item" provides complete product information and room locations. All images shown are for reference only and may not be precise representations, Vendors shall abide by written specifications. See drawings for locations and configurations as necessary.
- 2.) Vendors are asked to notify Architect of any inconsistencies found in the specifications/drawings and to request clarification.
- 2) Locking files and storage are to be keyed alike by workstation (if there are more than one in a room) or by room. File banks shall each be keyed alike. Provide 3 Master Keys to Owner.
- 3) Provide and install all necessary hardware and fasteners for all storage units, library stacks, office desking and other equipment for safe and secure installation per authorized code jurisdictions and proper function.
- 4) All file cabinets require counter balances except where installed below a shared top or otherwise attached.
- 5) Preinstallation meeting shall be required of all Vendors.
- 6.) Vendor is responsible for verifying measurements in the field as necessary for proper ordering and installation.

ADA & CODE COMPLIANCE NOTES

In order to meet the needs of persons with disabilities, when applicable all items shall comply with the 2016 Connecticut State Building Code including 2009 ICC/ANSI A177.1, Section 504 Rehabilitation Act 1973 including the Uniform Federal Accessibility Standards (UFAS) and 504 Regulations, and Americans with Disabilities Act Title II including Americans with Disabilities Act (ADAAG) and ADA Regulations.

Accessible Knee & Toe Clearance shall be a minimum of: 30"W, 27"H (24"H Child), and 19" Deep.

The "items" shall include, but are not limited to Fixtures, Furnishings, Equipment, and Workstations, (including Built-ins).

Compliance with the 2016 Connecticut Fire Safety Code and current O.S.H.A.-Title 29/Labor is also required *when applicable*.

SECURE ATTACHMENT OF FF&E AND TECHNOLOGY ITEMS

To ensure proper attachment of Fixtures, Furnishings & Equipment items, including any Technology items, where "items" are attached to wall, ceiling, overhead structure, and/or floor, Contractor shall provide information adequate for architect to verify items, attached to wall, ceiling, and/or floor are attached securely and per manufacturer's recommendations. Architect's review may be implemented during submittal process.

Contractor shall provide struts, hangers, fasteners, safety harnesses, channels, bolts, screws, rods, etc. to securely attach items to existing structure as required to meet field conditions and meet applicable codes.

Wells-Turner Memorial Library

Glastonbury, CT

FF&E Specifications by Category

Category: A - OUTDOOR & UPHOLSTERED

Note: Must reference attached "FF&E Specifications by Item" for complete product information.

Category	Code	Mfg	Model	Description	Qty	Or Equal	Unit Cost	Total Cost
A	L.01	Source International	Scape 5550	Private Club Chair	10			
A	L.01P	Source International	Scape 5550	Private Club Chair with power	4			
A	L.11	Source International	Scape 5550	Club Chair	6			
A	L.11A	Source International	Scape 5550	Club Chair	2			
A	O.01	FOMCORE	Round Ottoman	Round Ottoman 18" dia	1			
A	O.01A	FOMCORE	Crescent Ottoman	Crescent Ottoman 18" dia	2			
A	O.01B	FOMCORE	Crescent Ottoman	Crescent Ottoman 18" dia	2			
A	O.06	Source	Scape	Square Ottoman	3			
A	O.06P	Source	Scape	Powered Square Ottoman	1			
A	O.11	FOMCORE	Custom Apple Ottoman	Apple and leaf Ottoman set	3			
A	O.12	FOMCORE	F013 Half Round Bench	Half Round Bench	2			
A	O.13	FOMCORE	F009 Bench	Rectangle Bench	2			
A	PF.01	Florida Seating	Teak Inlay Table	Outdoor Table	5			
A	PF.02	Florida Seating	AL5602	Outdoor Chair	16			
A	PF.06	Beaufurn	P50	Patio Umbrella	3			

Total Cost for Category: A

Wells-Turner Memorial Library

Glastonbury, CT

FF&E Specifications by Category

Category: B - STORAGE AND PRIVACY PODS

Note: Must reference attached "FF&E Specifications by Item" for complete product information.

Category	Code	Mfg	Model	Description	Qty	Or Equal	Unit Cost	Total Cost
B	FM.01	Great Openings	Trace	Mobile pedestal B/B/F	3			
B	FM.02	Great Openings	Trace	Mobile Pedestal P/B/F	1			
B	FM.03	Great Openings	Trace	Mobile pedestal SLIM - Left access	2			
B	FM.04	Great Openings	Trace	Mobile pedestal B/B/B/B 24d	3			
B	FM.05	Great Openings	Trace	Mobile pedestal B/B/B/B 30D	2			
B	PC.01	MooreCo	Single Pod	Privacy Pod	8			
B	PC.02	MooreCo	Single Pod	Privacy Pod Duo	2			
B	SC2.0	Great Openings	Trace	Storage Cabinet, 2 high (30)	1			
B	SC5.0	Great Openings	Trace	Storage Cabinet, 5 high (30)	1			
B	SC5.6	Great Openings	Trace	Storage Cabinet, 5 high (36)	1			
B	WP.01	Norva Nivel	Caddy w Workpads	Cushion Caddy	2			

Total Cost for Category: B

Wells-Turner Memorial Library

Glastonbury, CT

FF&E Specifications by Category

Category: C - REUPHOLSTERY OF EXISTING

Note: Must reference attached "FF&E Specifications by Item" for complete product information.

Category	Code	Mfg	Model	Description	Qty	Or Equal	Unit Cost	Total Cost
C	EX.01Tu	Workroom	Integra Soiree	Reupholstery of Existing Tablet arm lounge	5			
C	EX.01u	Workroom	Integra Soiree	Reupholstery of Existing	1			
C	EX.10	Workroom	Eames Aluminum Lounge	Reupholstery of existing Eames Chairs	2			

Total Cost for Category: C

Wells-Turner Memorial Library
Glastonbury, CT

FF&E Specifications by Category

Category: D - MAKER SPACE

Note: Must reference attached "FF&E Specifications by Item" for complete product information.

Category	Code	Mfg	Model	Description	Qty	Or Equal	Unit Cost	Total Cost
D	EQ.02	Silhouette	Cameo \$	Digital cutter bundle	1			
D	EQ.04	Ultimaker	Ultimaker S3	3D printer	1			
D	EQ.05	Scienci	Longmill Benchtop 12 x 30	CNC router	1			
D	EQ.06	Canon	Prograf Pro 1000	Photo Printer	1			
D	EQ.09	Singer	4423	Sewing Machine	1			

Total Cost for Category: D

ATTACHMENT 2
BIDDING DOCUMENTS

The following forms and documents constitute the Bidding Documents:

1. Invitation to Bid
2. Instructions to Bidders and all Attachments thereto:
 - Attachment 1, Bid Form (incl. Bid Form Schedule A, Bid Form Schedule B and Bid Form Schedule C)
 - Attachment 3, Form of Contract
 - Attachment 4, Submission Documents
 - Attachment 5, Bid Bond Form
 - Attachment 6, Insurance Requirements
 - Attachment 7, Wage Rates
 - Attachment 8, Statement of Qualifications
 - Attachment 9, Drawings prepared by TSKP Studio dated July 19, 2021
 - Attachment 10, Specifications prepared by TSKP Studio dated July 19, 2021
 - Attachment 11, Certification re: CGS §31-57b
 - Attachment 12, Internal Revenue Service Form W-9
 - Attachment 13 - Affirmative Action Statement
 - Attachment 14 - COVID-19 Related Requirements
3. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
4. The Prevailing Wage Bid Package and forms which can be found at: <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm> and include:
 - Prevailing Wage Law Poster
 - Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects.
 - Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course (PDF, 20KB)
 - Notice For All Mason Contractors (PDF, 5KB)
 - CT General Statute 31-55a
 - Contractor's Wage Certification Form (PDF, 11KB)
 - Payroll Certification - Public Works Projects
 - Information Bulletin - Occupational Classifications
 - Footnotes (Rev. 07/17) (PDF, 101KB)
5. Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 effective November 8, 2013 which may be accessed on the Town's Website.

ATTACHMENT 3 - FORM OF CONTRACT

 **AIA[®] Document A151™ – 2019****Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)**

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month, and year.)

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

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
GL-2022-06

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

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

Welles Turner Memorial Library FF&E (GL-2022-06)
2407 Main Street
Glastonbury, CT 06033

The Architect:
(Name, legal status, address, and other information)

TSKP Studio, LLC
One Hartford Square West
146 Wyllys Street, Bldg 1-203
Hartford, CT 06106

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONTRACT SUM AND PAYMENTS
3	TIME
4	OWNER
5	VENDOR
6	TITLE AND RISK OF LOSS
7	DELIVERY AND INSTALLATION
8	ACCEPTANCE
9	WARRANTIES
10	ARCHITECT
11	RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
12	PROTECTION OF PERSONS AND PROPERTY
13	INSURANCE
14	CLAIMS AND DISPUTES
15	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

§ 1.4 Modifications

A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work

The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service

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

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.7.1 The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the owners of such Instruments of Service.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission

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

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability

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

§ 1.11 Notice

§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

Subject to the requirements of Section 1.11.2 below, notice from one party to the other hereunder may be delivered by electronic mail to the email address for the recipient’s representative identified in Section 4.1 or 5.1, as applicable, of this Agreement. The subject line of the email shall identify the Project and be electronically flagged as "urgent".

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

§ 1.12 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing funding for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum

§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates

§ 2.1.2.1 Alternates, if any, included in the Contract Sum: **None**.

Item	Price
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§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
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§ 2.1.3 Unit prices, if any: See Exhibit B. *(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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Such unit prices (the "Unit Prices") shall be valid for the life of the Project OR one calendar year, whichever is greater. Unit Prices are inclusive of all costs associated with the complete performance and installation of the portion of the Work subject to the applicable Unit Price including without limitation labor, materials, engineering, transportation, taxes and insurance as well as overhead and profit. Unit Prices shall be applicable for both additions and deductions from the Work.

§ 2.1.4 Allowances, if any, included in the Contract Sum: **None**. *(Identify each allowance.)*

Item	Price
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§ 2.1.5 Liquidated damages, if any: Not Applicable *(Insert terms and conditions for liquidated damages, if any.)*

§ 2.1.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:

(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

The Contract Sum shall be due and payable within thirty (30) days after receipt of an invoice submitted in accordance with Section 2.2.2 below.

§ 2.2.2 Upon completion of the Work in accordance with the Contract Documents and Owner's acceptance of all FF&E under the Contract Documents as provided in Article 8, the Vendor shall submit to the Owner an itemized invoice, supported by data satisfactory to the Owner substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

December 6, 2021

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

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: December 17, 2021

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

Portion of Work	Completion Date
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ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:

(Name, address, email address, and other information)

Town of Glastonbury
2155 Main Street
Glastonbury, CT 06033
Tel. No. _____
Email: _____

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in this Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- .1 areas of the Project premises that the Vendor may use to perform the Work;
- .2 access to the Project premises for the Vendor at reasonable times;
- .3 information regarding any restrictions on the use of, or access to, the Project premises;
- .4 suitable space for receipt, inspection, acceptance, and staging of materials and FF&E; and
- .5 utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and required for the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:

(Name, address, email address, and other information)

Init.

§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to reasonably rely on the accuracy and completeness of work performed by Owner's other vendors, consultants and contractors and written information furnished by the Owner. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

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

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

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

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.6.4 Prevailing Wage and OSHA Training

To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) 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 town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

To the extent required under Section 31-53b of the Connecticut General Statutes, the Vendor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on the Project, pursuant to the Contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

The Vendor shall not be entitled to any increase in the Contract Sum in connection with any increase (annual or otherwise) by the State of Connecticut in the wage rates applicable to the Work under this Contract. The applicable wage rates are set forth in the Invitation to Bid for the Project identified in Article 15.

§ 5.7 Taxes

The Owner is a tax-exempt entity. The Vendor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum.

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

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

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

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

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

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

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and material safety data sheets.

§ 5.12 Cleaning Up

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

§ 5.13 Access to Work

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

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the Owner and its agents, officials, board members, committee members, representatives and employees (each, an "**Indemnitee**") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The foregoing indemnity shall include, without limitation, claims, damages, losses and expenses associated with the failure of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable to properly handle, remove or dispose of toxic materials, chemicals, hazardous materials or hazardous substances. The Vendor's obligations under this Section 5.14.1 shall survive the termination of the Contract. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

Init.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall promptly provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 Intentionally Omitted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8. Such warranties shall supplement the warranties provided by the Vendor in Section 9.1.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and

quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work is, and when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and
- .3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or

Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

§ 12.2.2 Intentionally Omitted.

§ 12.2.3 If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as set forth in Exhibit A

(Table deleted)

(Paragraphs deleted)

§ 13.13 Intentionally Omitted.

(Paragraph deleted)

§ 13.13.2 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 14.7 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

The parties agree that the Owner, in its sole discretion, may elect to have the Claim resolved by arbitration in accordance with Section 14.7 of this Agreement. If the Owner does not make such election, such Claim, dispute, or other matter in controversy will be resolved by litigation in a court of competent jurisdiction and the venue for such action shall be the Connecticut Superior Court, Judicial District of Hartford, at Hartford, Connecticut.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

Init.

§ 14.3 Notice of Claims

Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims

The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case, not more than 10 years after the date of completion of the Work. The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.7 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.9 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 14.10 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.11 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12

(Paragraphs deleted)
Intentionally Omitted.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: *(Insert the date of the E203–2013 incorporated into this Agreement.)*

N/A

§ 15.4 The Specifications: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See the Specifications included in the Bidding Documents identified in the Invitation to Bid for the Project issued by the Owner on July __15__, 2021(the "Bidding Documents")

Section	Title	Date	Pages
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§ 15.5 The Drawings: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See the Drawings included in the Bidding Documents.

Number	Title	Date
--------	-------	------

§ 15.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

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

.1 Other Exhibits: *(Check all boxes that apply.)*

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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Exhibit A - Insurance and Bonding Requirements
Exhibit B - Unit Prices

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

The Bidding Documents.

ARTICLE 15 MISCELLANEOUS

§ 15.1 COVID Related Requirements. The Vendor shall comply with and be subject to the COVID Related Requirements included in the Bidding Documents.

§ 15.2 Execution in Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

This Agreement entered into as of the day and year first written above.

Town of Glastonbury

OWNER *(Signature)*

(Printed name and title)

VENDOR *(Signature)*

(Printed name and title)

Init.

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EXHIBIT A
INSURANCE AND BONDING REQUIREMENTS

Vendor shall purchase and maintain without interruption from the date of commencement of the work under the Contract until the date of final payment and for the additional periods specified herein, the following minimum insurance, and all insurance that may be required under any applicable laws, written by insurance companies with a rating of at least an "A- VIII" in the latest addition of A.M. Best. If Vendor fails to obtain and keep in force the insurance required hereunder, the Owner may obtain and maintain the required insurance in the name of Vendor and the cost thereof shall be payable by Vendor to the Owner on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract. Insurance requirements are independent of, and in addition to, Vendor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Vendor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Vendor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

The Vendor shall provide the Owner with sixty (60) days' advance written notice of any cancellation, non-renewal or modification of any of the insurance policies required to be maintained hereunder.

(Table deleted)

The insurance limits and coverages set forth in this Exhibit are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (defined below) to the stated minimum coverage amounts in the event the Vendor maintains coverage at higher limits.

A. Vendor's Insurance

1. **Commercial General Liability** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Vendor's operations and completed operations under the Contract Documents, whether such operations be by Vendor or by a sub-vendor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:
 - (a) At a minimum, the following limits and coverages:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate
 - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Vendor.
 - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.
 - (d) An endorsement stating that "limits apply per project."
 - (e) Contractual liability coverage.
 - (f) Contain a severability or separation of insureds clause.
 - (g) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to the Owner) naming the Additional Insureds (defined below) as additional insureds.

- (h) The insurance maintained by Vendor shall be primary with respect to the interest of the Owner, and any other insurance or self-insurance maintained by the Owner or the other Additional Insureds is in excess and shall not contribute to Vendor's insurance in all instances regardless of any like insurance that the Owner or the other Additional Insureds may have.
- (i) Waiver of Subrogation endorsement in favor of the Owner and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Vendor or its sub-vendors, including each of the following:
- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Sub-vendors or others providing services to Vendor).
- (c) Waiver of Subrogation endorsement in favor of the Owner and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
3. Follow-form **umbrella (excess) liability** insurance with a limit of \$2,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Vendor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Work. Waiver of Subrogation endorsement in favor of the Owner and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
4. **Workers' Compensation insurance**, including employer's liability, for all persons whom Vendor employs (or uses as subcontract labor if the sub-vendor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
- (a) Coverage A (Workers' Compensation) - Statutory
- (b) Coverage B (Employer's Liability)
At a minimum, the following limits and coverages:
- \$1,000,000 for each accident, for bodily injury by accident
 - \$1,000,000 for each employee, for bodily injury by disease
 - \$1,000,000 for each disease policy limit
- (c) Waiver of Subrogation endorsement in favor of the Owner and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
- (d) Contain endorsements that provide: Voluntary Compensation
5. **Property insurance** on all property used in and for the Project until such time as the Work is approved and accepted by the Owner. Coverage may be on an Installation Floater or equivalent form, insuring property to be installed while in transit, at off-site storage, on site awaiting installation and after installation until job completion and acceptance by the Owner. Coverage must be on an all risk or Special form, replacement cost valuation, no coinsurance, with a minimum limit of \$1,000,000. The Owner must be named as loss payee with ISO form CP 12 18 10 12 Loss

Payable Provisions, Clause C.2., Lender's Loss Payable, or equivalent acceptable to the Owner, and the policy must provide for a minimum of ten (10) days' notice to the Owner in the event of cancellation or nonrenewal.

B. Sub-vendor's Insurance

Unless otherwise agreed by the Owner in its discretion on a case by case basis, Vendor shall require that each sub-vendor comply with the insurance requirements set forth in this Attachment. Before permitting any of its sub-vendors to perform any Work, Vendor shall obtain a certificate of insurance from each such sub-vendor evidencing that such sub-vendor has obtained the required minimum insurance and has the Additional Insureds as additional insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein. All policies of sub-vendors shall include a waiver of any right of subrogation of the insurers thereunder as against Vendor and the Additional Insureds. Vendor shall be responsible for any sub-vendor's failure to comply with the requirements of this Attachment as they apply to such sub-vendor.

C. Additional Insureds

To the fullest extent permitted by law, the Vendor shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Vendor's Pollution Liability to include the **Town of Glastonbury, and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives, and the Architect (collectively, the "Additional Insureds")** as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Vendor shall provide the Owner with an additional insured endorsement evidencing the Vendor's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to the Owner. If the Project is to take place on school grounds, **the Glastonbury Board of Education and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives shall also be named as Additional Insureds as provided above.**

D. Bonding Requirements

If the Contract Sum under the Agreement exceeds \$100,000, the Vendor shall furnish to the Owner a Payment Bond equal to one hundred percent (100%) of the Contract Sum from a surety that is listed on the most current listing of approved sureties published by the U.S. Department of Treasury (Department Circular 570) and which surety is properly licensed and registered in the State of Connecticut to issue the required bond (a "Qualified Surety"). The Owner shall be shown as the obligee. The Vendor shall deliver an executed bond that meets the foregoing requirements to the Owner within three (3) business days after execution of the Agreement and prior to the commencement of the Work.

The Vendor shall also furnish to the Owner a bond covering the Vendor's faithful performance of all of its obligations under the Contract Documents from a Qualified Surety. The amount of such bond shall be equal to one hundred percent (100%) of the Contract Sum. The Owner shall be shown as the obligee. The Vendor shall deliver an executed bond that meets the foregoing requirements to the Owner within three (3) business days after execution of the Agreement and prior to the commencement of the Work.

**EXHIBIT B
UNIT PRICES**



Init.

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ATTACHMENT 4
SUBMISSION DOCUMENTS

The following forms and documents must be completed and submitted as part of each Bid:

1. Bid Form (including Bid Form Schedule A, Bid Form Schedule B and Bid Form Schedule C) (use Attachment 1)
2. If the aggregate of the Base Bid Amounts for all Work Categories bid by a Bidder exceeds \$100,000, Bidder shall provide a letter from its bonding company stating that the Bidder, if awarded the Contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of such aggregate amount.
3. Statement of Qualifications (use Attachment 8)
4. Certification re: CGS §31-57b (Attachment 11)
5. Internal Revenue Service Form W-9 (Attachment 12)
6. Bid Security - Bid Bond (use Attachment 5) - If the aggregate of the Base Bid Amounts for all Work Categories bid by a Bidder equals or exceeds \$50,000, Bidder shall provide Bid Security in the form of a Bid Bond as specified herein.
7. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

ATTACHMENT 5

STANDARD BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we, _____, hereinafter called the Principal, of _____, as Principal, and, _____ hereinafter called the Surety, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the **Town of Glastonbury**, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a proposal hereinafter mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee related to a contract for the Welles Turner Memorial Library FF&E Project at 2407 Main Street, Glastonbury, Connecticut, GL-2022-07.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the Town of Glastonbury and give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2021

Principal: _____ (Name of Contractor)

By _____ (Contractor as Principal)

Name: _____ (Print Name)

Title: _____

Surety: _____ (Name of Surety)

By _____

Name: _____ (Print Name)

Title: _____

ATTACHMENT 6
INSURANCE REQUIREMENTS

Contractor shall purchase and maintain without interruption from the date of commencement of the work under the Contract until the date of final payment and for the additional periods specified herein, the following minimum insurance, and all insurance that may be required under any applicable laws, written by insurance companies with a rating of at least an "A- VIII" in the latest addition of A.M. Best. If Contractor fails to obtain and keep in force the insurance required hereunder, the Town of Glastonbury (the "Town") may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to the Town on demand. Failure to maintain the insurance coverage required or failure to comply fully with any of the insurance provisions as may be necessary to carry out the terms and provisions of the Contract Documents shall be deemed to be a material breach of the Contract. Insurance requirements are independent of, and in addition to, Contractor's liability under the Contract Documents. Nothing in the Contract Documents shall be deemed to limit Contractor's liability under the Contract Documents to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

The Contractor shall provide the Town with sixty (60) days' advance written notice of any cancellation, non-renewal or modification of any of the insurance policies required to be maintained hereunder.

The insurance limits and coverages set forth in this Attachment are the minimum requirements under the Contract Documents. The inclusion of these minimum requirements shall not be interpreted to restrict the rights of the Additional Insureds (defined below) to the stated minimum coverage amounts in the event the Contractor maintains coverage at higher limits.

A. Contractor's Insurance

1. **Commercial General Liability** insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from Contractor's operations and completed operations under the Contract Documents, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:
 - (a) At a minimum, the following limits and coverages:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal and advertising injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products-completed operations aggregate
 - (b) Coverage for ongoing operations, independent contractors, and any persons or entities performing work on behalf of Contractor.
 - (c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.
 - (d) An endorsement stating that "limits apply per project."
 - (e) Contractual liability coverage.
 - (f) Contain a severability or separation of insureds clause.

- (g) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to the Town) naming the Additional Insureds (defined below) as additional insureds.
 - (h) The insurance maintained by Contractor shall be primary with respect to the interest of the Town, and any other insurance or self-insurance maintained by the Town or the other Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that the Town or the other Additional Insureds may have.
 - (i) Waiver of Subrogation endorsement in favor of the Town and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
2. **Commercial Automobile Liability** coverage to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by Contractor or its subcontractors, including each of the following:
- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to Subcontractors or others providing services to Contractor).
 - (c) Waiver of Subrogation endorsement in favor of the Town and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
3. Follow-form **umbrella (excess) liability** insurance with a limit of \$2,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of Contractor under this Schedule. Such insurance shall contain a provision that it will not be more restrictive than the primary insurance. Aggregate limits of liability shall apply separately with respect to the Work. Waiver of Subrogation endorsement in favor of the Town and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
4. **Workers' Compensation insurance**, including employer's liability, for all persons whom Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any Work. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Work is performed, and shall include the following:
- (a) Coverage A (Workers' Compensation) - Statutory
 - (b) Coverage B (Employer's Liability)
At a minimum, the following limits and coverages:
 - \$1,000,000 for each accident, for bodily injury by accident
 - \$1,000,000 for each employee, for bodily injury by disease
 - \$1,000,000 for each disease policy limit
 - (c) Waiver of Subrogation endorsement in favor of the Town and, if the Project is to take place on school grounds, the Glastonbury Board of Education.
 - (d) Contain endorsements that provide: Voluntary Compensation
5. **Property insurance** on all property used in and for the Project until such time as the Work is approved and accepted by the Town. Coverage may be on an Installation Floater or equivalent

form, insuring property to be installed while in transit, at off-site storage, on site awaiting installation and after installation until job completion and acceptance by the Town. Coverage must be on an all risk or Special form, replacement cost valuation, no coinsurance, with a minimum limit of \$1,000,000. The Town must be named as loss payee with ISO form CP 12 18 10 12 Loss Payable Provisions, Clause C.2., Lender's Loss Payable, or equivalent acceptable to the Town, and the policy must provide for a minimum of ten (10) days' notice to the Town in the event of cancellation or nonrenewal.

B. Subcontractor's Insurance

Unless otherwise agreed by the Town in its discretion on a case by case basis, Contractor shall require that each subcontractor comply with the insurance requirements set forth in this Attachment. Before permitting any of its subcontractors to perform any Work, Contractor shall obtain a certificate of insurance from each such subcontractor evidencing that such subcontractor has obtained the required minimum insurance and has the Additional Insureds as additional insureds with respect to the Commercial General Liability and Commercial Automobile Liability insurance as required herein. All policies of subcontractors shall include a waiver of any right of subrogation of the insurers thereunder as against Contractor and the Additional Insureds. Contractor shall be responsible for any subcontractor's failure to comply with the requirements of this Attachment as they apply to such subcontractor.

C. Additional Insureds

To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Contractor's Pollution Liability to include the **Town of Glastonbury, and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives, and the Architect (collectively, the "Additional Insureds")** as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. The Contractor shall provide the Town with an additional insured endorsement evidencing the Contractor's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to the Town. If the Project is to take place on school grounds, **the Glastonbury Board of Education and its directors, trustees, officials, officers, committee members, agents, employees, consultants and representatives shall also be named as Additional Insureds as provided above.**

ATTACHMENT 7 - WAGE RATES

Minimum Rates and Classifications for Building Construction

ID#: 21-24375

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

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

Project Number: #GL-2022-06

Project Town: Glastonbury

State#: #GL-2022-06

FAP#: Glastonbury

Project: Wells-Turner Memorial Library Town Project (Glastonbury)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	42.07	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.5	23.25
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.75	23.25

Project: Wells-Turner Memorial Library Town Project (Glastonbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.0	23.25
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.5	23.25
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.25	23.25
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.5	23.25
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.5	23.25
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.78	23.25
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.24	23.25
4i) Group 10: Traffic Control Signalman	18.0	23.25
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	35.57	25.65
5a) Millwrights	35.64	26.49
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.75	30.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	56.96	35.825+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.98	22.90 + a

As of: July 8, 2021

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
-----OPERATORS-----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	40.51	25.80 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	40.04	25.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	37.81	25.80 + a

Group 12: Wellpoint operator.	37.74	25.80 + a
Group 13: Compressor battery operator.	37.11	25.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler.	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	36.77	25.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	36.42	22.90
10b) Taping Only/Drywall Finishing	37.17	22.90
10c) Paperhanger and Red Label	36.92	22.90
10e) Blast and Spray	39.42	22.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	45.83	33.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	38.5	21.50
14) Roofer (slate & tile)	39.0	21.50
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	41.26
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	45.83	33.50

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

17a) 2 Axle	30.16	27.16 + a
17b) 3 Axle, 2 Axle Ready Mix	30.27	27.16 + a
17c) 3 Axle Ready Mix	30.33	27.16 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.39	27.16 + a
17e) 4 Axle Ready Mix	30.44	27.16 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.66	27.16 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.44	27.16 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	26.60 + a
19) Theatrical Stage Journeyman	25.76	7.34

Project: Wells-Turner Memorial Library Town Project (Glastonbury)

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As of: July 8, 2021

Project: Wells-Turner Memorial Library Town Project (Glastonbury)

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

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

As of: July 8, 2021

ATTACHMENT 8

STATEMENT OF QUALIFICATIONS

BIDDER'S QUALIFICATION AND EXPERIENCE STATEMENT

The Town will require supporting evidence regarding Bidder's Qualifications and competency. The Bidder will be required to furnish all of the applicable information listed below, which must be submitted with the Bid at the time of Bid Opening.

QUALIFICATIONS AND EXPERIENCE STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Town of Glastonbury, 2155 Main Street, Glastonbury, Connecticut 06033

Project: Welles Turner Memorial Library FF&E Project at 2407 Main Street, Glastonbury, Connecticut, GL-2022-07

Submitted by

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Principle Office: _____

Organization

How many years has your organization been in business as a Furniture, Fixtures and Equipment supplier?
How many years has your organization been in business under its present business name?
Under what other business names has your organization operated?

If your organization is a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If your organization is a limited liability company, answer the following:

Date of Organization: _____

State of Organization: _____

Member/Manager's Name: _____

If your organization is a partnership, answer the following:

Date or Organization: _____

Type of Partnership: _____

Names of General Partners: _____

If your organization is individually owned, answer the following:

Date or Organization: _____

Name of OWNER of organization: _____

If the form of your organization is other than those listed above, describe it and name the principals:

Licensing

List jurisdictional and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdiction in which your organization’s partnership or trade name is filed:

Experience

List the categories of work that your organization normally performs with its own forces:

On a separate sheet, list the major FF&E projects your organization has completed in the past five (5) years. List the name of the project, owner, architect/engineer, contract amount, date of completion, and percentage of the cost of the work performed with your own forces.

Claims and Suits

If the answer to any of the questions below is yes, please attach details.

Has your organizations ever failed to complete any work awarded to it? _____

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers? _____

In the past 3 years, has the bidder: (Y/N)

- 1. Failed to perform as required by its contract? _____ Y _____ N
- 2. performed work in an untimely manner causing delays and interference with owner’s operations? _____ Y _____ N
- 3. lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies? _____ Y _____ N
- 4. exhibited poor quality performance of work under a contract? _____ Y _____ N
- 5. failed to comply with laws and ordinances relating to the contract performance? _____ Y _____ N
- 6. failed to comply with laws and ordinances relating to the contract performance? _____ Y _____ N
- 7. defaulted on its quoted prices? _____ Y _____ N

References

Entity	Contact Name	Phone Number
<i>Trade References</i>		
1.		
2.		
3.		
<i>Bank References</i>		
1.		
2.		
3.		
<i>Surety</i>		

ATTACHMENT 9

DRAWINGS

The drawings prepared for the Project by TSKP Studio LLC dated 07/19/2021 are available for viewing and downloading on the Town of Glastonbury Website.

ATTACHMENT 10

SPECIFICATIONS

The specifications prepared for the Project by TSKP Studio LLC are set forth in the Project Manual dated 07/19/2021 and are available for viewing and downloading on the Town of Glastonbury Website.

ATTACHMENT 11
Certification re: CGS §31-57b

CERTIFICATE

Of Compliance With

Connecticut General Statute Section 31-57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **has/has not** (*circle one*) been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following the appeal to the appropriate agency or court having jurisdiction or **has/has not** (*circle one*) received one or more criminal convictions related to the injury or death of any employee in the three year period preceding the bid.

The list of violations (if applicable) is attached.

Name of Firm, Organization or Corporation

Signed:

Name

Seal

Title:

Date:

State of

)

County of

)

) ss:

A.D., 20____

Sworn to and personally appeared before me for the above, _____

_____, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of _____, and his/her free act and deed as _____.

My Commission expires:

Notary Public

Seal

Project No(s):

ATTACHMENT 12
IRS FORM W-9

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

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	Exempt payee code (if any) _____
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____		(Applies to accounts maintained outside the U.S.)	
	<input type="checkbox"/> Other (see instructions) ▶ _____		5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)		
7 List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
OR									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

ATTACHMENT 13

AFFIRMATIVE ACTION STATEMENT

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATION ACTION SECTION, EXCEPT AS NOTED.

- OR: (1) The number of employees _____
(2) Completed this form within one year ____ Yes ____ No

FOR SEALED BIDS: If your company has completed this form within one year please forward a photocopy of the initial form with your bid. If significant changes have taken place within the past year; please update the information on this form.

REQUIREMENT: Any vendor/bidder seeking to do business with the Town of Glastonbury must, upon request, supply the Town and/or the Glastonbury Human Relations Commission with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Glastonbury.

COMPANY NAME AND ADDRESS: _____

TYPE OF BUSINESS: _____

TYPE OF ORGANIZATION: _____ Corporation _____ Partnership _____ Individual

If unit filing this application is not the above-named company, give the name, address and telephone number of reporting unit. (Branch, agent, representative)

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmation Action Program for your company.

If your company does not have a written affirmation action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Glastonbury. The vendor/bidder also understands that the Affirmation Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provide by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete and correct to the best of my knowledge and belief.

_____ Date _____ Signature _____ Title

Subscribed and sworn to before me at _____, Connecticut, this _____ Day of _____ 20 ____.

ATTACHMENT 14

COVID RELATED REQUIREMENTS

The following language is deemed to be applicable to, incorporated in, and constitute a part of any Contract awarded in connection with this solicitation:

At the time of the execution of this Contract, there is an ongoing global COVID-19 pandemic (the "Pandemic"). Various governmental orders, laws, regulations and guidelines have been issued, enacted and/or adopted in relation to the Pandemic which effect the construction industry and the operations of construction managers, contractors, subcontractors and material and equipment suppliers to the construction industry (the "COVID Related Requirements").

The Contractor shall comply, and require all of its Subcontractors, Sub-subcontractors and material and equipment suppliers to comply, with all COVID Related Requirements (as they may be supplemented, modified or newly established during the course of the Project) as are applicable to the performance of the Work and the performance of the Contractor's obligations under the Contract Documents.

The execution of this Contract constitutes confirmation by the Contractor that the Completion Date and delivery and installation schedule for the Project provided in, or attached as an Exhibit to, the Contract are based on and include compliance with all COVID Related Requirements in effect as of the effective date of the Contract (the "Current Requirements"). The Contractor shall not be entitled to any adjustment in the Completion Date in connection with delays arising from compliance by the Contractor, Subcontractors, Sub-subcontractors, or material and equipment suppliers with the Current Requirements. To the extent that, after the effective date of this Contract, the Current Requirements are modified or supplemented, or new COVID Related Requirements are established, and provided compliance with such modified, supplemented or newly established COVID Related Requirements causes a delay in the performance of the work included under this Contract, the Contractor may request an extension of the Completion Date. It will be the responsibility of the Contractor to substantiate the delay, the cause of the delay and its right to an extension of the Completion Date under the terms and conditions of the Contract Documents.