

PROJECT SPECIFICATIONS
for the
TOWN HALL BOILER REPLACEMENT



75 Main Street
Southington, Connecticut

Mark J. Sciota, Town Manager

October, 2021

By
Town of Southington
Engineering Department

196 North Main Street
Southington, CT 06489
(860) 276-6231

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**BOILER REPLACEMENT
TOWN HALL - 75 MAIN STREET
SOUTHINGTON, CONNECTICUT
INVITATION TO BID**

Sealed bids for the Town Hall Boiler Replacement will be received at the Southington Town Hall, Office of the Town Manager, 75 Main Street, until **Wednesday, October 20, 2021 at 11:00 a.m.** after which time they will be publicly opened and read aloud.

The work consists of installing a new boiler at Town Hall as indicated on the drawings.

The Town of Southington hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex, in consideration for this award.

Plans, specifications and proposals for the above project may be *reviewed* at the Southington Engineering Office located at the Municipal Center, 196 North Main Street Southington. Copies of the contract documents may be obtained at www.southington.org.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the Contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor.

Bid security in the form of a Surety Company Bond, on form furnished by the Town of Southington for 5% of the amount of the bid, must accompany each proposal. The Town of Southington reserves the right to reject any and all bids.

TOWN OF SOUTHINGTON, CONNECTICUT
Annette S. Turnquist, P.E., M.P.A.
Director of Public Works / Town Engineer

BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of Southington. "Town Engineer" refers to the Town Engineer or her representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).
2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled "Southington Town Hall Boiler Replacement". Sets may be obtained at www.southington.org.
3. Bids shall be received at the office of the Southington Town Manager at the Southington Town Hall, 75 Main Street, Southington, Connecticut, until 11:00 a.m. on Wednesday, October 20, 2021 and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.
4. Each bidder's proposal shall include, completed in full, ***the Bid Proposal Form, the bidder's Project References, the Equipment List, the Non Collusion Affidavit, the New Vendor Disclosure Statement, and the Bid Bond***, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words "**Bid Proposal, Southington Town Hall Boiler Replacement, the Bidder's Name, and the Date and Time of the Bid Opening,**" in order to guard against premature opening of the bid.
5. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
6. Bids received later than the time and date specified shall not be considered. Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.
7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
8. Unbalanced bids shall not be considered in awarding contract.
9. The minimum rates to be paid labor at the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised.
10. The successful bidder will be determined from the lowest, qualified, reasonable, and responsible base bid amount. The Town of Southington shall determine what constitutes qualified, reasonable, and responsible.
11. The Town of Southington reserves the right to reject any or all bids, and to waive informalities or technical defects.
12. Goods and services provided to the Town of Southington are exempt from Federal Excise Taxes and the Sale and Use Tax of the State of Connecticut.

13. Bids must be accompanied by a surety bond in the amount of five percent (5%) of the total bid price payable to the Town of Southington. The bond shall be in the form of a certified check or Bid Bond. Said bond shall be returned to the unsuccessful bidders upon award of the contract or, if no award has been made, within ninety (90) days after the opening of bids. If the successful bidder fails to execute the contract and furnish the required bonds including insurance coverage within ten (10) calendar days after he has received notice of the acceptance of the bid, the bond shall be forfeited to the Town. Upon receipt of a payment bond, and a performance bond from the successful bidder, said bond shall be returned.
14. The bidder agrees that this bid shall remain open for acceptance for ninety (90) days after the opening and no bidder may withdraw his bid within said time period.
15. The successful bidder must furnish a performance bond and a payment bond in the amount of the construction costs. The bonds shall be executed by the bidder as principal with a surety satisfactory to the Town, as well as a New Vendor Form and W-9 form.
16. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract in the amounts specified in the Special Provisions. He shall designate the Town as an additional named insured in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
17. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
18. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.
19. The successful bidder must be prepared to execute the contract within ten (10) calendar days after receipt of notice of the award of the contract.
20. Immediately after execution and delivery of the contract, and prior to commencing work, the Contractor shall provide the Southington Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract.
21. The successful bidder must be prepared to commence work within ten (10) days after notice to proceed from the Town. The approximate project schedule is as follows:

October 20, 2021	Bid Opening
October 26, 2021	Notice of Award / Notice to Proceed from Town
October 29, 2021	Contract Signing
November 5, 2021	Begin Installation
November 19, 2021	Contract completion date

22. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be completed. Such request shall be submitted to the Town not less than ten (10) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town's representative.
23. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment which shall be paid within fifteen (15) days after approval of same by the Town Manager and following receipt of all lien waivers. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.
24. The Town shall retain an amount equal to two percent of the final contract price for one year from time of contract completion. This retainage shall serve as a one year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies which may arise for one year following completion of this contract.
25. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
26. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
27. The Town Engineering and/or Building Department shall perform all construction inspection. The contractor is to notify the Town Engineer of any discrepancies as they arise, and proceed as directed.
28. The Town Engineering and Building Departments must be given 24 hours notice to complete inspection. Notice applies to consecutive Town recognized work days. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections must be accomplished when inspectors are available. **It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.**
29. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town's representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased. If such changes affect work for which a unit price is set, payment for such work shall be based on measured final quantities and not estimated quantities. Final measured quantities shall be based on pay limits as established by the plans and specifications for this contract. There shall be no adjustment of the *unit prices* if final measured quantities vary from the estimated quantities.
30. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
31. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to bid.

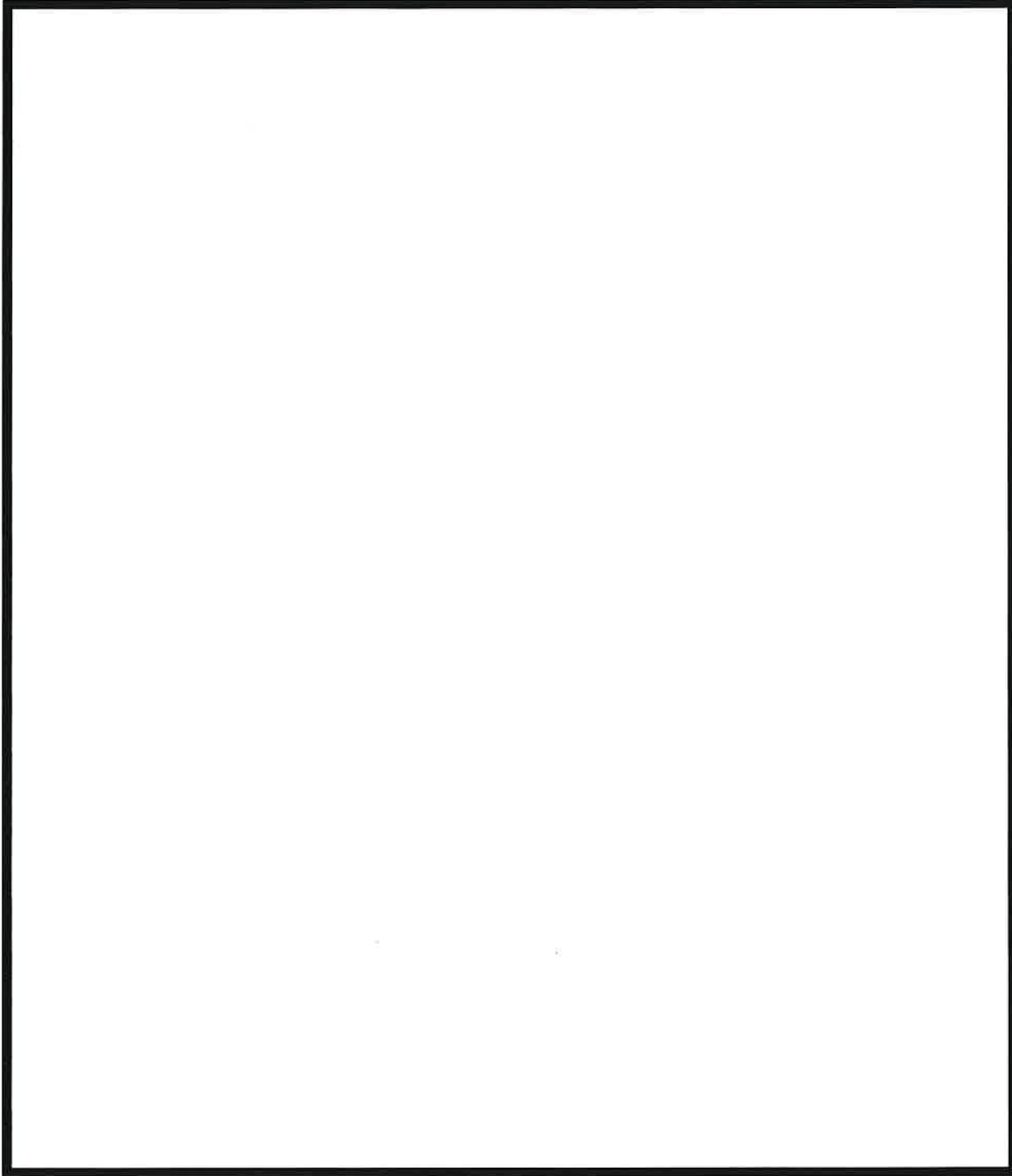
32. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project.
33. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.
34. Bidder is responsible for checking for any addenda at www.southington.org.
35. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
36. Title VI requirements necessitate the availability of translators for those with limited English proficiency. All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney's Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor. If any prospective contractor requires any assistance for language purposes, please contact:

Spanish:	Ralph/Aida Diaz at 860-276-8875
Polish:	Walter Kizilski at 860-621-2155
Italian:	Tina Riccio at 860-621-9148

END OF INSTRUCTIONS AND GENERAL CONDITIONS

EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.

A large, empty rectangular box with a thick black border, intended for the bidder to list all equipment required for the project. The box is currently blank.

PROJECT REFERENCES

(Please attach additional sheets if necessary.)

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

_____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

Note:

- (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1996 Edition)

00410-1

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the Lewis & Clark County, Helena, Montana.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. An applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.

NON COLLUSION AFFIDAVIT

This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.
A separate affidavit must be submitted by each principal of a Joint Venture.

**TOWN OF SOUTHLINGTON
Town Hall Boiler Replacement**

I, _____, acting in behalf of
(Name of Person Signing Affidavit)

_____ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_____, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

_____ has neither directly or indirectly entered into
(Name of Bidder i.e. Person or Organization)

any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

(Name of Bidder i.e. Person or Organization)

Signature and Title of Official

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

Notary Public/Commissioner of the Superior Court

My Commission Expires _____

Certificate of Authority

I, _____, certify that I am (the) (a) _____ of the
(Name) (Title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers

that require the seal; that _____, who signed said
(Name)

instrument on behalf of the Organization was then (the) (a) _____
(Title)

of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

_____ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain such insurance as follows:

Workers' Compensation

- | | |
|--------------------------|---|
| 1. Workers' Compensation | as required by the laws of the State of Connecticut |
| 2. Employer's Liability | \$1,000,000 |

Contractor's Liability

- | | |
|--|-------------|
| 1. General Aggregate
<i>Except products-completed operations</i> | \$3,000,000 |
| 2. Products-Completed Operations
<i>Aggregate</i> | \$1,500,000 |
| 3. Personal and Advertising Injury
<i>Per person/organization</i> | \$1,500,000 |
| 4. Each Occurrence
<i>Bodily injury and property damage</i> | \$1,500,000 |
| 5. Property Damage Liability
<i>Including collapse and underground coverages. If blasting is to be used, also include explosion coverage.</i> | \$1,500,000 |

Automobile Liability

- | | |
|-------------------|-------------|
| 1. Bodily Injury: | |
| Each Person | \$1,000,000 |
| Each Accident | \$1,000,000 |
| Property Damage: | |
| Each Accident: | \$1,000,000 |

Or

- | | |
|---|-------------|
| 2. Combined Single Limit
<i>Bodily injury and property damage:</i> | |
| Each Accident | \$2,000,000 |

Contractual Liability

- | | |
|--|-------------|
| 1. General Aggregate | \$3,000,000 |
| 2. Each Occurrence
<i>Bodily injury and property damage</i> | \$1,500,000 |

The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than \$5,000,000 per claim and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.
2. If the aggregate limits of liability indicated in CONTRACTOR insurance provided herein are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, CONTRACTOR shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this contract.
3. CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named "additional insured". This insurance shall provide coverage for not less than the following amounts:

Bodily Injury:

Each Occurrence \$1,000,000

Property Damage:

Each Occurrence \$1,000,000

Annual Aggregate \$3,000,000

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. This insurance shall:
 1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, and ENGINEER'S Consultants, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written as Builder's Risk Insurance with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and water damage and be written in the completed value form.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this section shall comply with requirements of GC-5.06C.

BID PROPOSAL FORM

The Town of Southington, herein called the Owner, acting by and through its Town Manager, for Proposed **Town Hall Boiler Replacement**.

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

The only parties interested in this BID as Principals are named herein;

this bid is made without collusion: with any other person, firm, or corporation;

no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;

he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;

he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;

and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer;

and he agrees that, if this bid is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the schedule below.

Town Hall Boiler Replacement

Provide a complete boiler replacement project including, but not limited to demolition, boiler, pump, hydronic piping, venting, controls, mechanical insulation, testing, balancing, and all other equipment as indicated in the plans, specifications, details and schedules on drawing numbers E-1.1, M-1.1, M-2.1, and M-3.1, dated 8/31/2021 (M-1.1 revised 9-20-21), prepared by Progressive Engineering, LLC. System shall be complete in all respects, tested, accepted, and ready for Owner's use.

Lump Sum price bid in both words and figures

Lump sum of _____ dollars and _____ cents
\$ _____

Bidder Name: _____

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

The Undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT.

As provided in the INSTRUCTION TO BIDDERS, the bidder hereby agrees that he will not withdraw his BID within 60 consecutive calendar days after the actual date of the opening of BIDS and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreement as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

This BID includes Addenda number _____(To be filled in by Bidder if Addenda is issued.)

The bidder, by submittal of this BID agrees with the Owner that the amount of the bid security deposited with the BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL) _____ L.S.
(Name of Bidder)

By _____
(Signature and title of authorized representative)

(Business address)

(City and State)

Date

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ - a partnership- an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

The required names and addresses of all persons interested in the foregoing BID, as Principals, are as follows:

The bidder is requested to state below what HVAC work of a similar character to that included in the proposed Contract he has done and to give references that will enable the Owner to judge his experienced, skill, and business standing (provide contact name for project and telephone number).

(Add supplementary page if necessary.)

END OF SECTION

AGREEMENT
TOWN OF SOUTHLINGTON, CONNECTICUT
TOWN HALL BOILER REPLACEMENT
CONTRACT 2021-04

THIS AGREEMENT is dated as of the ____ day of ____ in the year 2021 by and between the Town of Southington, Connecticut acting by and through the Town Manager, duly authorized therefore, acting herein solely for said Town and without personal liability to the Town, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 ENGINEER

The ENGINEER who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents is the Town of Southington, Engineering Department.

ARTICLE 3 CONTRACT TIMES

The Work will be substantially completed within 24 days after the Notice to Proceed, and completed and ready for final payment within 7 days thereafter.

ARTICLE 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stipulated in the CONTRACTOR'S BID attached to this Agreement.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to the Engineer.

- 5:1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on a monthly basis during construction as provided in paragraphs 5.1.1 and 5.2 below. All such payments will be measured by the schedule of values established in the bid documents (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Progress payments will be made in an amount equal to 98 percent of Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine.

- 5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER except as provided in paragraph 5.3.
- 5.3 Retainage. The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of 2 percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections or replacements in the Work as the Owner, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee (1 year) any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the contract documents. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid.
- 7.4 This Agreement.
- 7.5 Performance, Payment, and other bonds.
- 7.6 Plans.
- 7.7 Heat Loss Load Calculation
- 7.8 Addenda numbers ____ to ____, inclusive.
- 7.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

ARTICLE 8 MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.
- 8.5 Title VI requirements necessitate the availability of translators for those with limited English proficiency. All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney's Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor. If any prospective contractor requires any assistance for language purposes, please contact:
- | | |
|----------|---------------------------------|
| Spanish: | Ralph/Aida Diaz at 860-276-8875 |
| Polish: | Walter Kizilski at 860-621-2155 |
| Italian: | Tina Riccio at 860-621-9148 |

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on (which is the Effective Date of the Agreement).

OWNER – TOWN OF SOUTHINGTON

Mark J. Sciota, Town Manager

CONTRACTOR

By _____
Contractor

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

(If CONTRACTOR is a corporation,
attach evidence of authority to sign.)

Approved as to Form

Jeremy Taylor
Town Attorney

Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

00610-1

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in

whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

00610-2

Payment Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

00620.1

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

ELECTRICAL SPECIFICATIONS

1.1 GENERAL:

All work shall be done in strict accordance with the latest applicable issue of the National Electrical Code, local Codes and utility company requirements. All equipment is to be UL approved. The Contractor shall bear the cost of all fees, permits, licenses and taxes. Utility company charges for the permanent electric service shall be included in the Contractor's Bid.

Submit six (6) copies of manufacturer's drawings of electrical devices to the Owner for approval. Submit information on any other equipment to be used when requested by the Owner or Engineer.

Submit shop drawings for all equipment and/or devices specified. Include in shop drawings manufacturer's name, catalog numbers, cuts, diagrams and other such descriptive data required to identify equipment. No consideration will be given to a partial shop drawing submittal, emails or electronic copies. Submit equipment shop drawings by manufacturers supplying vendor, catalog reproductions shall not be acceptable.

- Where multiple quantities or types of equipment are submitted, provide a cover sheet (with a list of contents) on submittal identifying equipment or material submitted.
- Clearly indicate all specific options and/or alternatives. Failure to do so will be grounds for rejection.
- Clearly mark all shop drawings with specific associated specification section.

The Contractor shall provide a guarantee covering all material and workmanship for one (1) year following the date of acceptance.

The Contractor shall examine Drawings and Specifications of other trades to determine the extent of his work. He shall visit the site and familiarize himself with the project and local conditions before submitting his Bid as he shall be held responsible for any assumptions made thereof. The Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. If so directed by the Engineer, the Contractor shall, without extra charge, make reasonable modifications in the layout to prevent conflict with those of other trades and for proper installation of work. The Contractor shall coordinate locations of equipment with trades before starting construction. Any modifications to the equipment layout required for installation are to be performed at no additional cost to the Owner.

The Contractor shall arrange his work so that any power outage does not interfere with the Owner's operation.

1.2 SCOPE OF WORK:

The Contractor shall furnish and install a complete electrical system for the new boiler installations which includes, but is not limited to: demolition, panelboard, circuit breakers and feeders; motor starters, disconnect switches, conduit and branch wiring; wiring of pumps other heating and plumbing related equipment; and all other items and equipment as shown on the Drawings or herein specified.

The Contractor shall be responsible for relocating or modifying existing equipment and wiring required for new construction.

The electrical system shall be complete in all respects, tested, approved and ready for the beneficial use of the Owner.

1.3 WORK BY OTHERS:

All work required for completion of the project is to be provided by this contractor unless noted below.

Delivery of wiring diagrams for Division 15 equipment is specified under Division 15. Boilers, pumps and VFDs shall be furnished and installed under Division 15, and wired under Division 16.

All automatic temperature control panels, thermostats, aquastats zone valves, etc., for the mechanical systems are work of Division 15. All control and power wiring and required final connections to control devices is also work of Division 15, unless otherwise noted on the Drawings.

1.4 FIELD MEASUREMENTS:

The Contractor shall verify in the field all measurements necessary for his work. Conduits and feeders may be relocated up to ten (10) feet from locations shown on the Drawing when so directed by the Engineer, at no cost to the Owner.

1.5 WIRING METHODS:

Electrical Metallic Tubing (EMT) shall be used for feeders run inside the building

Flexible Metallic Conduit (FMC) or liquidtight flexible metallic conduit (LFMC) shall be used for connections to vibrating equipment.

Wire #10 and smaller shall be solid conductor with THW, THWN or THHN insulation as required. Size #8 and larger shall be stranded conductor with Type THW insulation, unless otherwise indicated. Minimum size wire for light and power circuits shall be #12. All conductors shall be soft-annealed copper. Where practical and not otherwise stated, circuits on each of 3-phase legs may be combined with the neutral and run back to panel. The Contractor shall include a green ground conductor for all circuits; the use of the conduit system or cable covering as the sole means of grounding will not be permitted.

All exposed conduits shall be run neatly in lines parallel or perpendicular to building walls. All splices shall be made with Scotchlok spring connectors or acceptable equivalent. Entire wiring system shall be grounded as mentioned above.

1.7 DISCONNECT SWITCHES:

Safety switches shall be heavy-duty Type in NEMA enclosures suitable for the environment in which they shall be installed. Switches shall be rated for 600 VAC as manufactured by General Electric, Square D or Westinghouse and equivalent to the following General Electric types:

Fused or non-fused, rain-tight (WP) disconnect switches in NEMA 3R enclosures - Type TH and/or Type THN

1.9 FUSES:

All fuses shall be UL listed, non-renewable type as manufactured by Bussman or acceptable equivalent. Fuses rated at 1/10 Ampere and up to 600 Amperes shall be equivalent to Bussman Type LPN-RK (250 Volt) UL Class RK1, low peak, dual-element, time delay fuses. Fuses shall have separate short circuit and overload elements and have an interrupting rating of 200,000 Amperes.

All fuses shall be installed so that the size is readily visible.

The Contractor shall furnish to the Owner six (6) spare fuses for each size of fuse.

1.10 POWER, MOTOR AND EQUIPMENT WIRING:

The Contractor shall furnish and install all wiring for all motors and equipment which will be furnished and set in place by work of other sections on this project.

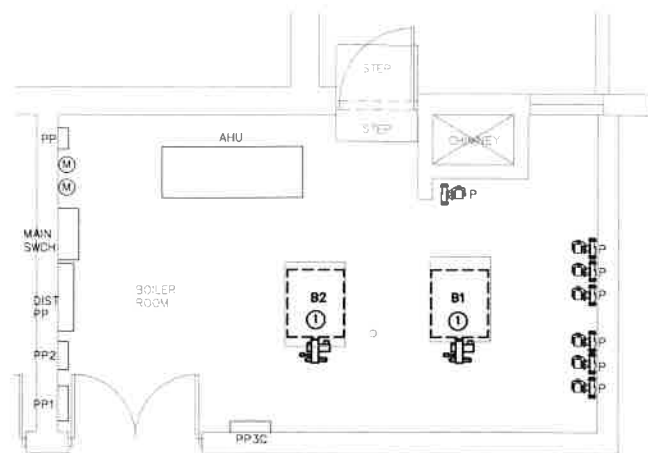
Conduit connections to motor frames shall have minimum of 18 inches of flexible steel sealante or liquidtight flexible metal conduit to reduce vibrations and noise being transferred to other parts of the buildings.

1.15 FIRE-STOPS AND SEALS:

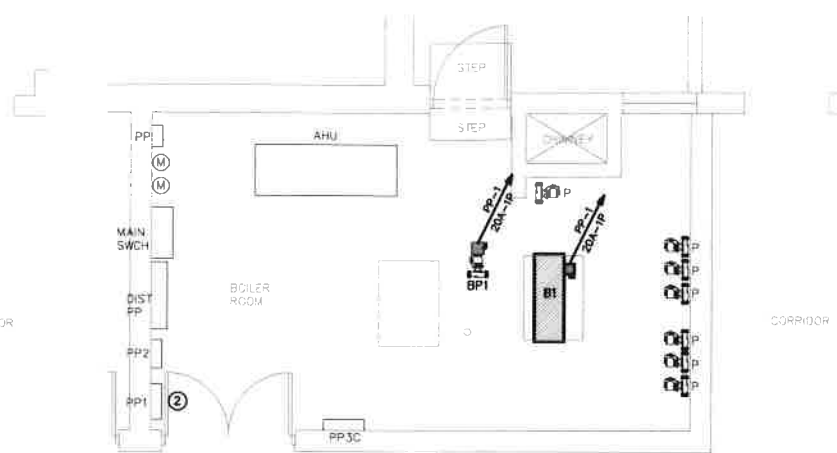
All penetrations through fire rated walls, ceilings or floors in which cables or conduits pass shall be sealed with a UL approved fire-stop fitting classified for an hourly rating equivalent to the rating of the wall, ceiling or floor.

Through wall and floor seals shall be used to provide a positive means of sealing pipes or conduits which pass through concrete foundation of a structure below grade or below ground water level.

All openings shall be sealed as required by the NEC.



DEMOLITION PLAN



NEW WORK PLAN

DRAWING KEY NOTES:

- DISCONNECT EXISTING BOILER AND REMOVE FEEDER BACK TO SOURCE PANEL
- PROVIDE NEW CIRCUIT BREAKERS IN EXISTING PANEL FOR ALL NEW HOMERUNS

project name:

BOILER REPLACEMENT at Old Town Hall

75 Main Street
Southington, CT 06489



consultant:

stamp:

north arrow:



issues & revisions:

no.	date	issued
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

date: 08/31/2021

project no.: 21052

drawn by: BBO

scale: 1/4" = 1'-0"

drawing title:
ELECTRICAL PLANS AND SPECIFICATIONS

drawing no.:

E-1.1

project name:

BOILER REPLACEMENT at Old Town Hall

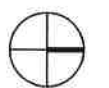
75 Main Street
Southington, CT 06489

PROGRESSIVE ENGINEERING, LLC
250 BRIDGE AVENUE, EAST HARTFORD, CT 06108
TEL: 860.555.5285 FAX: 860.555.8386

consultant:

stamp:

north arrow:



issues & revisions:

no.	date	issued
1	9-20-21	BLDG Dept
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

date: 08/31/2021

project no.: 21052

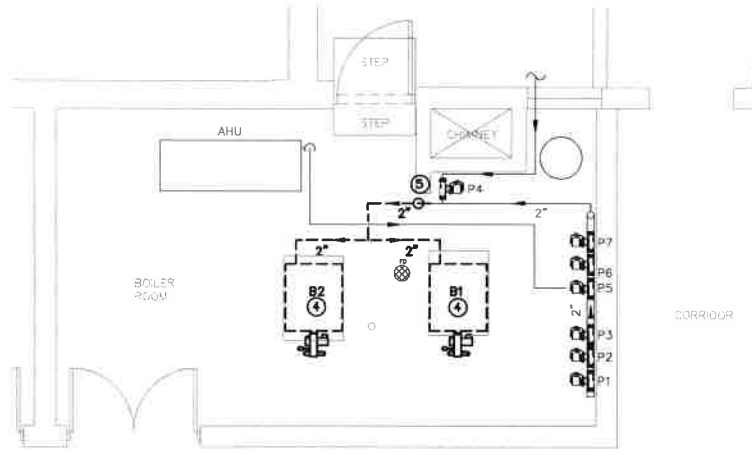
drawn by: KAS

scale: 1/4" = 1'-0"

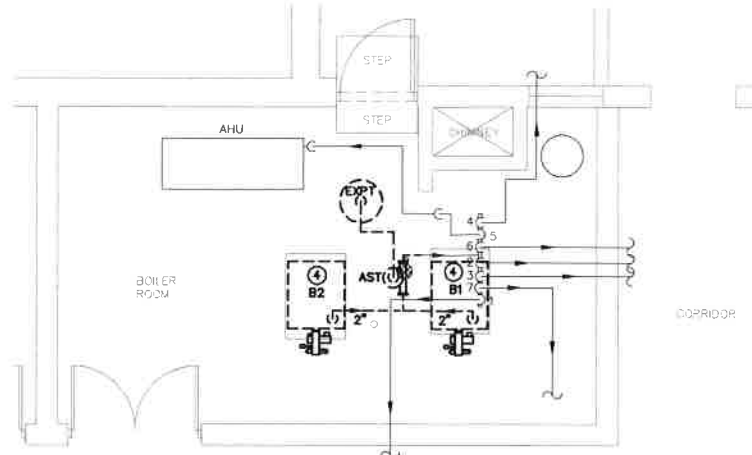
drawing title:
MECHANICAL PLANS

drawing no.:

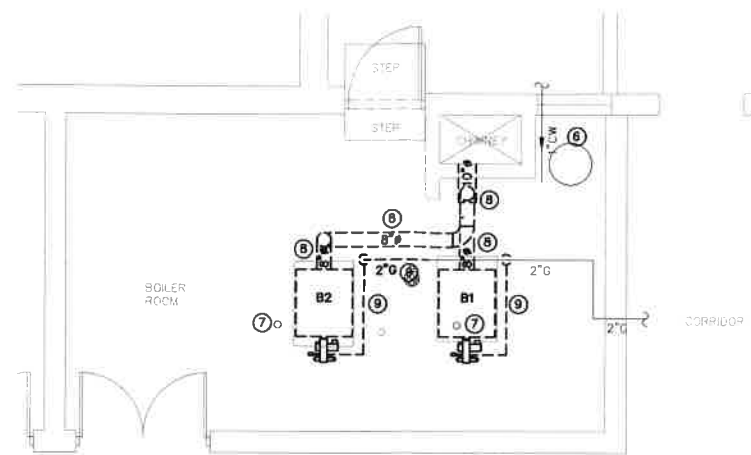
M-1.1



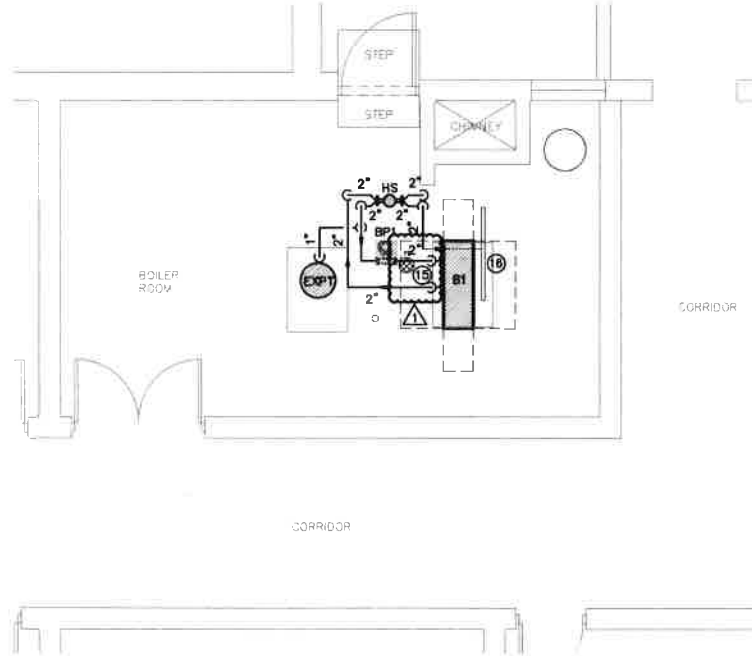
LOWER LEVEL HYDRONIC PIPING DEMOLITION PLAN



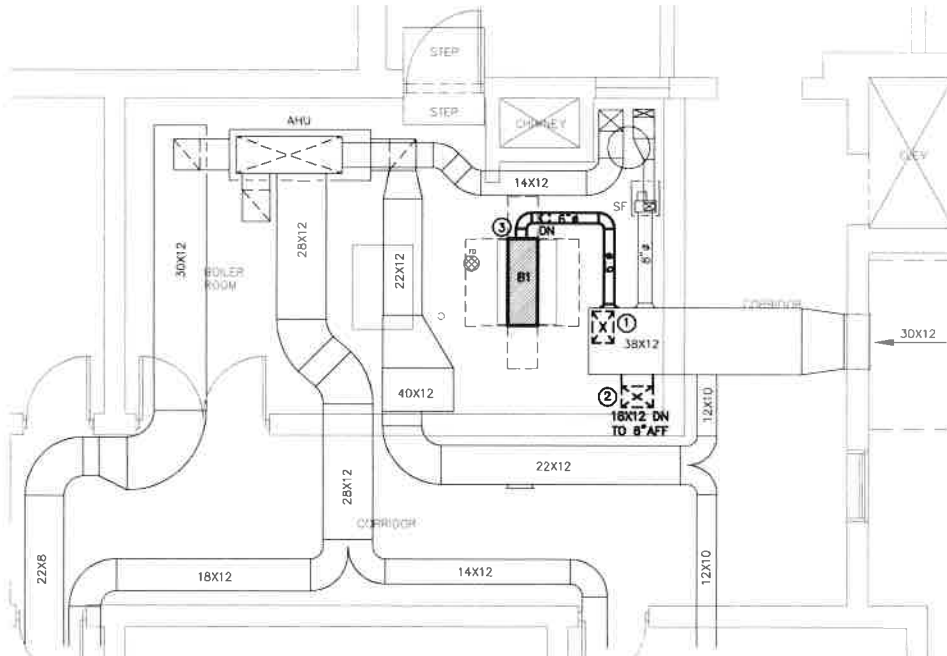
UPPER LEVEL HYDRONIC PIPING DEMOLITION PLAN



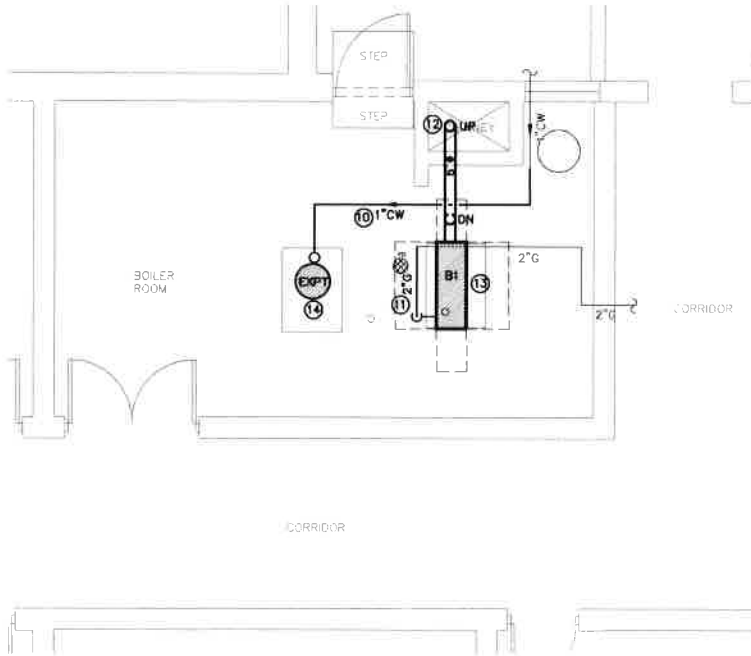
GAS PIPING, BREECHING, AND DOMESTIC WATER PIPING DEMOLITION PLAN



UPPER LEVEL HYDRONIC PIPING PLAN



BOILER DUCTWORK PLAN

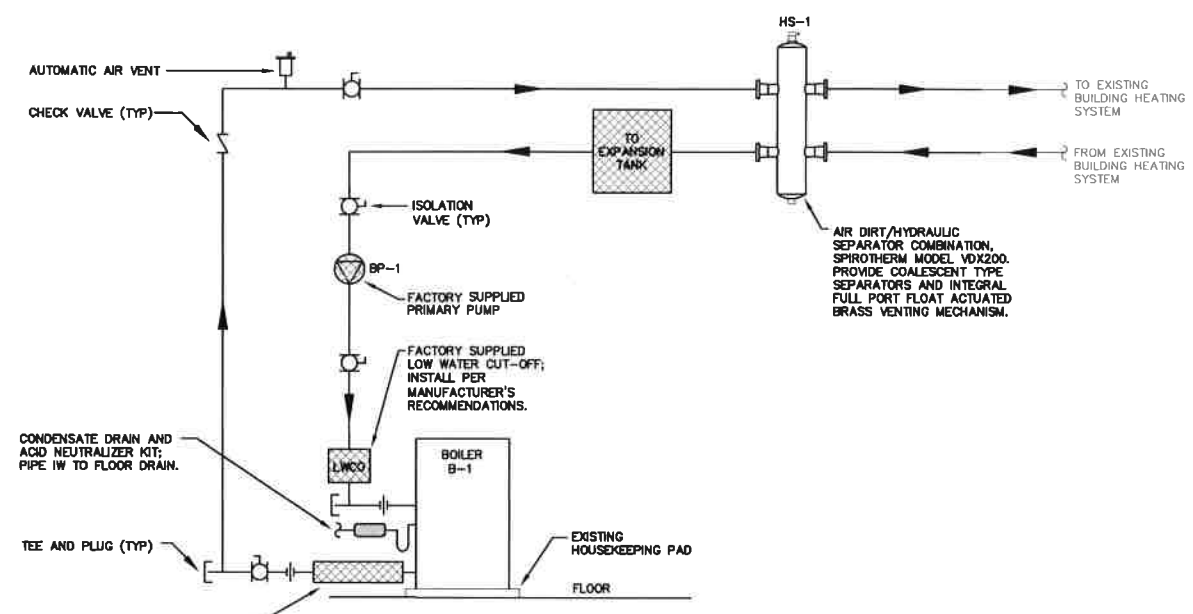


GAS PIPING, BREECHING, AND DOMESTIC WATER PIPING PLAN

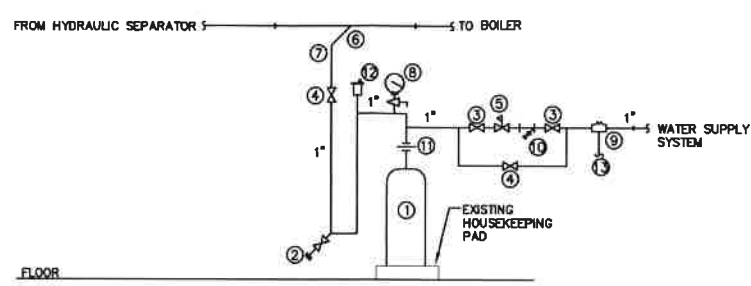
DRAWING KEY NOTES:

- ① REMOVE COMBUSTION AIR REGISTER CAP DUCTWORK TIGHT TO MAIN.
- ② REMOVE COMBUSTION AIR BRANCH DUCTWORK CAP DUCTWORK TIGHT TO MAIN.
- ③ PROVIDE CONCENTRIC REDUCER FITTING CONNECT TO 4" BOILER CONNECTION.
- ④ REMOVE HEATING BOILERS AND ASSOCIATED BRANCH PIPING, EXPANSION TANK, AND ASSOCIATED SPECIALTIES AND CONTROLS AS INDICATED.
- ⑤ PROVIDE 2" HWR RISER.
- ⑥ REMOVE CW BRANCH PIPING FROM RETURN HEADER TO THIS AREA, CAP PIPING IN THIS AREA.
- ⑦ EXISTING LIMITED AREA SPRINKLER HEAD AND ASSOCIATED PIPING TO REMAIN.
- ⑧ REMOVE BREECHING AS INDICATED.
- ⑨ REMOVE GAS BRANCH PIPING AS INDICATED.
- ⑩ PROVIDE COLD WATER MAKE-UP TO SERVE NEW HEATING BOILER. SEE AIR SEPARATION DEVICE DETAIL FOR SPECIALTIES.
- ⑪ SEE GAS TRAIN PIPING DETAIL. PROVIDE VENTING TO OUTDOORS FOR GAS TRAIN DEVICES REQUIRING VENTING.
- ⑫ PROVIDE BREECHING, LINE CHIMNEY WITH 6" PP LINER. TERMINATE PER MANUFACTURERS RECOMMENDATIONS.
- ⑬ MOUNT BOILER ON EXISTING CONCRETE HOUSEKEEPING PAD.
- ⑭ MOUNT EXPANSION TANK ON EXISTING CONCRETE HOUSEKEEPING PAD.
- ⑮ PROVIDE DRAIN PIPING AND ACID NEUTRALIZING KIT (SEE BOILER SCHEDULE), IW DISCHARGE TO FLOOR DRAIN (FD).
- ⑯ EXISTING SUPPLY HEADER.

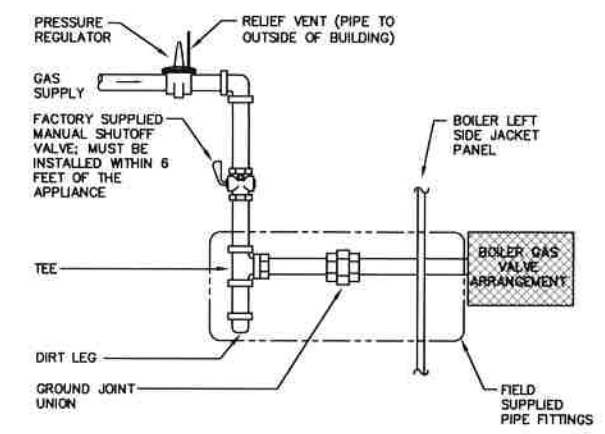
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- KEY NOTES**
- DIAPHRAM EXPANSION TANK, GRUNDFOS MODEL GNLA-200
 - DRAIN VALVE WITH HOSE END CONNECTION AND CAP
 - SHUT-OFF VALVE
 - BALL VALVE WITH LOCKOUT SHIELD
 - PRESSURE REDUCING VALVE
 - SIDE TAKE-OFF TAP
 - ANTI-SYPHON LOOP, 12" MINIMUM DROP
 - PRESSURE GAUGE WITH SHUT-OFF COCK
 - REDUCED PRESSURE BACKFLOW PREVENTER, WATTS MODEL LF909-QT-S
 - WYE STRAINER WITH BLOWDOWN
 - UNION
 - AUTOMATIC AIR VENT, B&G MODEL #87
 - BLOW-OFF PORT, PIPE TO APPROX. 6" ABOVE FIN. FLR



EXPANSION TANK SCHEMATIC PIPING DIAGRAM-HOT WATER



GAS PIPING DETAIL

BOILER SCHEDULE											
UNIT ID	MODEL NUMBER	AHRF EFFICIENCY	TYPE	INPUT MBH	OUTPUT MBH	FLUE DIA.	ELECTRICAL DATA			WEIGHT LBS	ACCESSORIES
							VOLTS	PHASE	HZ		
B-1	APK725C	95%	NC	725	689	4"	120	1	60	458	ALL

NOTES:
 1. SELECTION BASED ON THERMAL SOLUTIONS OR APPROVED EQUIVALENT BY TRIANGLE TUBE AND HTP.
 2. PROVIDE FACTORY START UP, COMMISSIONING AND FIELD REPORT.

ACCESSORIES:
 1. STARTER & DISCONNECT SWITCH.
 2. ZERO GOVERNOR GAS VALVE.
 3. VARIABLE SPEED COMBUSTION BLOWER.
 4. AIR PROVING SWITCH.
 5. CONCERT BOILER CONTROL.
 6. HIGH LIMIT W/AUTO RESET TEMPERATURE CONTROL.
 7. HIGH LIMIT W/MANUAL RESET SAFETY TEMPERATURE CONTROL.
 8. WATER FLOW SWITCH.
 9. SUPPLY & RETURN WATER TEMPERATURE SENSORS.
 10. FLUE GAS TEMPERATURE SENSOR.
 11. OUTDOOR AIR TEMPERATURE SENSOR.
 12. AIR VENT VALVE.
 13. BOILER DRAIN VALVE.
 14. CONDENSATE TRAP AND CONDENSATE NEUTRALIZER KIT.
 15. TEMPERATURE AND PRESSURE GAUGE AND ASME SAFETY RELIEF VALVE.
 16. HIGH/LOW GAS PRESSURE SWITCHES, MANUAL RESET.
 17. LOW WATER CUTOFF W/MANUAL RESET.
 18. BOILER PUMP.
 19. ECO PROPEL VARIABLE SPEED PUMPING.
 20. CONTROL PANEL EQUAL TO TECKMAR 265, INCLUDE AIR AND WATER SENSORS AND OUTDOOR AIR RESET (SENSOR).

PUMP SCHEDULE												
UNIT	SERVING	OPERATION	MODEL	SIZE	TYPE	GPM	HEAD (FT)	PUMP EFF.	ELECTRICAL			ACCESSORIES
									VOLTS	PHASE	HZ	
BP-1	BOILER	PRIMARY	MAGNA3	40-120 GF	INLINE	55	28.0	80.4	120	1	60	1,2,3

NOTES:
 1. PRIMARY BOILER PUMP FURNISHED BY BOILER MANUFACTURER.
 2. PROVIDE FACTORY START UP, COMMISSIONING AND FIELD REPORT.

ACCESSORIES:
 1. STARTER AND DISCONNECT SWITCH.
 2. CIRCUATOR TO BE UTILIZED FOR PRIMARY BOILER PUMPING.
 3. PRIMARY PUMP CONTROLLER.

HVAC SPECIFICATIONS

1.1 GENERAL:

Perform work in strict accordance with applicable Codes and Regulations of local and State agencies and utility companies. The Contractor shall bear cost of all fees, permits, licenses and taxes, and utility company charges in connection with work.

Submit shop drawings for all equipment and/or devices specified. Include in shop drawings manufacturer's names, catalog numbers, cuts, diagrams and other such descriptive data required to identify equipment. No consideration will be given to a partial shop drawing submittal, emails or electronic copies. Submit equipment shop drawings by manufacturers supplying vendor, catalog reproductions shall not be acceptable.

- Where multiple quantities or types of equipment are submitted, provide a cover sheet (with a list of contents) on submittal identifying equipment or material submittals.
- Clearly indicate all specific options and/or alternatives. Failure to do so will be grounds for rejection.
- Clearly mark all shop drawings with specific associated specification section.

Submit six (6) copies of manufacturer's drawings of following to Engineer for approval: Boiler, Boiler Pump, Piping, Venting, Hydronic Specialties and Controls.

Submit information on any other equipment when requested by Engineer.

Provide factory start up, commissioning and field reports for the following: Boiler and Pump.

A. At construction end, provide Owner with a complete set of As-Built Drawings, including all mechanical plans, indicate routing of piping, breeching, location of equipment, valves, cleanouts and access panels. Include all inverts and elevations. As-Built documentation is drawn utilizing the most recent version of AutoCad. Provide Owner with a "CD ROM" disk and one set of reproducible documents.

The Contractor shall provide a guarantee covering all material and workmanship for one (1) year following the date of acceptance. Contractor to forward applicable Material Safety Data Sheets to Owner prior to delivering hazardous substances to project site.

At construction end, Contractor shall fully instruct Owner in operation, adjustment and maintenance of equipment and systems.

Contractor shall provide Owner with three (3) sets of complete maintenance and operating instructions, and technical data, in booklet form, of all equipment and devices furnished in Contract, including as-built drawings for project.

Contractor shall examine the Drawings and Specifications of other trades to determine the extent of work. The Contractor shall visit site and become familiar with project and local conditions before submitting a Bid. Drawings are diagrammatic and indicate the general arrangement of systems and work included in the Contract. If so directed by the Engineer, Contractor shall, without extra charge, make reasonable modifications in the layout to prevent conflict with those of other trades and for proper installation of work. The Contractor shall coordinate locations of equipment with all trades before starting construction. Any modifications to the equipment layout required for installation are to be performed at no additional cost to the Owner.

Install equipment and products in accordance with the manufacturer's instructions and recommendations.

1.2 SCOPE OF WORK:

Provide a complete boiler replacement project including, but not limited to: demolition, boiler, pump, hydronic piping, venting, controls, mechanical insulation, testing and balancing and all other equipment as shown on the Drawings and herein specified. System shall be complete in all respects, tested, accepted and ready for Owner's use.

1.3 STRAINERS:

Any equipment which operates strainers shall have strainers installed at all times. When equipment and systems are released to Owner, all equipment shall be clean and have clean, new strainers installed.

1.4 WORK BY OTHERS:

Except for factory installed components, all disconnect switches and starters are specified under Division 16. All power wiring to motors, starters, controllers, alarms, and all electrical devices, including disconnect switches for mechanical equipment, is specified under Division 16.

1.5 FIELD MEASUREMENTS:

The Contractor shall verify in field all measurements necessary for work.

1.6 MATERIALS AND METHODS:

Piping:

Hydronic heating piping 2-1/2 inches and larger shall be Schedule 40 black steel with welded or flanged fittings, grooved mechanical joints with proper gaskets, or press-fit mechanical joints with proper gaskets. Piping two (2") inches and smaller shall be Schedule 40 black steel with Class 125 cast iron screwed fittings.

Domestic Cold water piping shall be Type "L" copper with lead free soldered fittings. Provide proper dielectric fittings where copper piping connects to steel piping.

Water system piping shall be run level. Take-offs shall be made from the bottom of the main or at 45° from the bottom of the main. Provide drain valves at all low points; manual air vents at all high points. Use eccentric reducers on horizontal lines, flush to top of the pipe.

Gas piping under two (2") inch diameter shall be ASTM A 53 / A 53M Schedule 40 black steel with ASTM B16.3 class 150 malleable threaded fittings; gas piping two and one half (2-1/2") inch diameter and larger shall be ASTM A 53 / A 53M Schedule 40 black steel Type E or S, Grade B, with ASTM A 234 / A 234 M welded fittings installed according to NFPA Bulletin #54 and applicable Codes and Regulations of local and State agencies and utility companies. All sizes of concealed gas piping shall be continuously welded.

Provide unions and shut-off valves at all equipment, coils, etc.

Support piping to prevent vibration or sagging. Provide hanger spacing according to distances listed in applicable codes and regulations.

Valves - Heating Systems:
Gate (2-1/2" and smaller): Jenkins #990, Nibco #1-111, Stockham #100.
Check (2" and smaller): Jenkins #352, Nibco #1-433-Y, Hammond #B946.
Ball Valves: Jenkins #900-7, Apollo #70-100, Jamesbury #A111T.
Butterfly: Stockham #LD-711, Keystone #AR-2.
Balancing: Tour & Anderson ST-5, Armstrong CBV-II, Illinois #6000.
Hose Bibb Drain: Nibco #74, Central Brass #548.
Gas Valves: shall be lubricated plug type by Homestead #1112.

Valves - Domestic Water Systems:
Ball valves: two piece, brass or bronze body with full port, p/fe or t/fe seats, 600 psig minimum cap rating and blowout-proof stem with level handle. Must be suitable for domestic water use.
Gate valves: type 1, non-rising stem and bronze solid wedge, brass or bronze body with full port. Must be suitable for domestic water use.
Check valves: bronze body, disc and seat. Must be suitable for domestic water use.

Boiler venting shall be InnoFlue SW Rigid Polypropylene as manufactured by Centrotherm. UV stabilized vent components (black) shall be used outside of building.

Insulation Systems:
Insulate piping systems in accordance with following Schedule:

Hot Water Heating Systems
All sizes - 1-1/2" fiberglass

Piping insulation shall run continuous through pipe hangers. Protect insulation with 12-inch long sheet metal insulation protection saddles. Under saddles of piping 1-1/2 inch or longer, substitute rigid/calcium silicate insulation inserts for the specified insulation and of the same thickness as the specified insulation.

Maintain the integrity of piping vapor barriers. Contractor shall correct the vapor barrier break and replace insulation damaged by moisture.

Domestic Water Systems
Domestic, cold water: up to 1-1/4" piping: 1/2" fiberglass, 1-1/2" and larger piping: 1" fiberglass. Manufactured by Pittsburgh Corning Inc, John Mansville or approved equal. Sizing of insulation shall be coordinated with insulation manufacturer.

1.7 FIRE-STOPS:

Seal pipe penetrations through fire rated walls, ceilings or floors with a UL approved fire-stop fitting classified for an hourly rating equal to the rating of construction.

1.8 REMOVAL, RELOCATION AND/OR ABANDONMENT:

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

1.9 CLEANING AND FLUSHING WATER CIRCULATING SYSTEMS:

Clean and disinfect heating water systems as follows:
1. All piping systems shall be thoroughly cleaned before placing in operation to rid the system of dirt, piping compound, mill scale, oil and any and all other material foreign to the water being circulated. This applies equally and especially to systems where phases or portions of the systems are operated during construction.
2. After each system or portion of a system is complete, the Contractor shall add trisodium phosphate in an aqueous solution to the system at the proportion of one (1) pound per 50 gallons of water in the system. After system is filled with this solution, the system shall be brought up to temperature and allowed to circulate for 20 hours.
3. The system shall then be drained completely and refilled with fresh water. The Engineer shall be given notice of this cleaning operation and will be present to observe the cleaning operation and if the Engineer's Representative deems it necessary, the cleaning operation shall be repeated.
4. After each system has been completely cleaned as specified herein, it shall be tested by litmus paper or other dependable method and shall be left on the slightly alkaline side (ph = 7.5±). If the system is found to be still on the acid side, the cleaning by the use of trisodium phosphate shall be repeated.
5. The Contractor shall not add any water treatment chemicals or compounds to balance ph to the specified value.

Clean and disinfect potable water piping as follows:
1. Purge new piping and parts of existing piping that have been altered, extended or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if methods are not prescribed, use procedures described in either awwa c651 or awwa c652 or follow procedures below:

- Flush piping system with clean, potable water until dirty water does not appear at the points of outlet.
- Fill and isolate system according to either of the following:
 - Fill system or part thereof with a water/chlorine solution containing not less than 50 parts per million (50mg/l) of chlorine. Isolate with valves and allow to stand for 24 hours.
 - Fill system or part thereof with water/chlorine solution with at least 200 parts per million (200mg/l) of chlorine, isolate and let stand for 3 hours.
- Flush system with clean, potable water until no chlorine is in water coming from system after standing time.
- Submit water samples in sterile bottles to an accredited lab for proper testing. Repeat test procedures if biological examination shows contaminants.
- Submit successful results to OSBI for review.

Clean interior of piping; remove dirt or debris as work progresses.

Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

Place plugs in ends of uncompleted piping at end of day and when work stops.

1.10 PIPE PRESSURE TESTING:

Pressure test piping systems as indicated below for each system. Test piping before covered, concealed or made otherwise inaccessible. Correct leaks found during pressure tests. The Contractor shall not add any "stop-leak" type compounds to the piping system. Retest repaired piping system in the same manner as the original test.

Test piping systems in accordance with the following schedule:

System	Test Pressure	Test Medium	Duration (Hours)
Heating Hot Water	150 PSIG	Water	W/O Gauge Pressure Drop 24 Hours
Domestic cold	150 PSIG	Water	4 hours

Test gas piping and valves in accordance with NFPA #54 and IPC.

The Contractor shall furnish all booster pumps, compressors, valves, tees, hoses and equipment required to perform all pressure tests.

Contractor shall isolate plumbing systems from base building systems for testing, connections shall be made after testing is completed and accepted by building department.

1.11 BALANCING WATER SYSTEMS:

This Contract is for labor, materials and equipment required for balancing the water systems.

Balance the following water systems: hot water piping systems within the boiler rooms.

Upon completion of tests and balancing operations, the Contractor shall submit five (5) copies of a certified balancing report to the Engineer. This report shall include data for each of the water systems.

Qualifications: Engage a testing, adjusting, and balancing agent certified by either AABC or NEBB.

1.12 SEISMIC RESTRAINTS:

Seismically restrain HVAC systems, devices and distribution in conformance with applicable state and local codes.

1.13 IDENTIFICATION:

Identify ductwork, piping, equipment, and valves in compliance with ASME A13.

Identify piping with name and flow direction every 20 ft. with snap-on plastic pipe markers. Identify equipment with engraved plastic markers. Identify valves with engraved plastic markers, chain to valve and provide identification wall chart.

GENERAL HVAC DEMOLITION NOTES:

- FIELD VERIFY EXISTING PIPING AND EQUIPMENT CONFIGURATION LOCATION PRIOR TO REMOVAL.
- PORTIONS OF EXISTING SYSTEMS ARE OMITTED FROM AREAS THAT HAVE NO TRADE ASSOCIATED SCOPE TO MAINTAIN GRAPHICAL CLARITY.
- VISIT THE SITE AND EXAMINE CAREFULLY THE EXISTING CONDITIONS TO BECOME FAMILIAR WITH THEM AND DIFFICULTIES THAT WILL AFFECT THE EXECUTION OF WORK PRIOR TO THE SUBMISSION OF A PROPOSAL.
- SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH AN EXAMINATION HAS BEEN MADE AND LATER CLAIMS WILL NOT BE RECOGNIZED FOR EXTRA LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN SUCH AN EXAMINATION HAS BEEN MADE.
- NOTES AND GRAPHIC REPRESENTATIONS SHALL NOT LIMIT THE EXTENT OF DEMOLITION REQUIRED.
- EQUIPMENT AND DEVICES TO BE REMOVED SHALL BE DISCONNECTED PRIOR TO ANY DEMOLITION WORK. EQUIPMENT INDICATED TO BE REMOVED SHALL BE TAKEN FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS AND ENVIRONMENTAL REGULATIONS, UNLESS OTHERWISE INDICATED.
- EQUIPMENT REQUIRED TO BE TURNED OVER TO THE OWNER SHALL BE PLACED IN A MUTUALLY ACCEPTABLE LOCATION.
- FIRECAULK ALL FIRE RATED PENETRATIONS.
- PIPE BOILER CONDENSATE TO NEAREST FLOOR DRAIN.
- GENERAL DEMOLITION NOTES SHALL APPLY TO ALL MECHANICAL DRAWINGS.

GENERAL HVAC NOTES:

- GENERAL DRAWING NOTES SHALL APPLY TO ALL MECHANICAL DRAWINGS.
- VERIFY EQUIPMENT CONNECTIONS WITH MANUFACTURER'S INSTALLATION DRAWINGS.
- COORDINATE PIPE ROUTING WITH ALL TRADES. PROVIDE OFFSETS AND FITTINGS AS REQUIRED FOR INSTALLATION. CONTRACTOR SHALL BEAR COSTS ASSOCIATED WITH ROUTING MODIFICATIONS.
- PROVIDE ALL SERVICE/ACCESS CLEARANCES FOR MECHANICAL EQUIPMENT PER MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS. COORDINATE PRIOR TO INSTALLATION OF EQUIPMENT AND PIPING.
- SEISMICALLY SUPPORT EQUIPMENT FROM BUILDING STRUCTURE. MAINTAIN VIBRATION FREE INSTALLATION.
- PIPE PRESSURE RELIEF VALVES TO 6" ABOVE FINISHED FLOOR.
- PROVIDE WATER QUALITY TESTING AND SUBMIT RECOMMENDED TREATMENT OR SCALE REMOVAL SYSTEMS TO OWNER PRIOR TO BOILER START UP IF REQUIRED FROM TEST RESULTS.

HVAC LEGEND	
-----	TO BE REMOVED
_____	EXISTING TO REMAIN
_____	NEW EQUIPMENT
_____	NEW PIPING

HVAC TAGS	
ATC	AUTOMATIC TEMPERATURE CONTROL
B	BOILER
GPM	GALLONS PER MINUTE
AHU	AIR HANDLING UNIT
CW	DOMESTIC COLD WATER SUPPLY
G	GAS
EXPT	EXPANSION TANK
AST	AIR SEPERATOR TANK
P	PUMP
BP	BOILER PUMP
HS	HYDRAULIC SEPERATOR

HVAC SYMBOL TABLE	
	TEE DOWN
	PIPE UP
	PIPE DN
	DIRECTION OF FLOW

project name:

BOILER REPLACEMENT at Old Town Hall

75 Main Street
Southington, CT 06489

PROGRESSIVE ENGINEERING, LLC
200 BRIDGE STREET EAST HARTFORD, CT 06103
TEL: 860 895 8480 FAX: 860 895 8784

consultant:

stamp:

north arrow:

issues & revisions:

no.	date	issued
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-

date: 08/31/2021

project no.: 21052

drawn by: KAS

scale: NOT TO SCALE

drawing title:
MECHANICAL SPECIFICATIONS

drawing no.:

M-3.1

Progressive Engineering, INC.

Old Town Hall - Heat Loss Load Calculation
 75 Main Street, Southington, CT
 #21052

Project: Old Town Hall - Southington, CT

Date: 08/19/21

Design Conditions: Outdoor: 0 db
 Indoor: 75 db

Item	U-Value	Delta T	Loss Factor
Roof	0.05	75	n/a
Skylight	1.00	75	n/a
Wall	0.08	75	n/a
Glass	0.50	75	n/a
Perimeter	n/a	n/a	40
Airside	n/a	75	n/a

Space: Basement, 1st & Second Floors (Block Load For Boiler Sizing)							
Length:		26200	Height:	10	Volume:	262,000	
Width:		1					
		(Area * U-Value * Delta-T)=	di	Heating Load	Load Dist.		
Roof:	Length:	8733	Width:	1	32,749	21.4%	
Skylight:	Length:		Width:		0	0.0%	
Gross Wall:	Length:	11310	Height:	1	60,702	39.6%	
Glass:	Length:	1193	Height:	1	44,738	29.2%	
Floor/Perimeter:		377			15,080	9.8%	
Space Subtotal:					153,268	100.0%	
Space:					153,268	23.7%	
Infiltration:					355,338	54.9%	
Ventiltation:					138,338	21.4%	
Load/SF:					Total:	646,943	100.0%
Space:		5.8	Safety Factor:		1.00		
Total W/O Safety:		24.7	Design Heating Load:		646,943		
Total W/Safety:		24.7					

TOWN OF SOUTHTON
NEW VENDOR DISCLOSURE STATEMENT

Required within Bid(For Bidders who have not worked with the
Town of Southington within the last three years).

(Please provide additional sheets as necessary to answer any of the following questions.)

APPLICANT: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____ PHONE: _____ FAX: _____

1. Please check appropriate organizational structure:

_____	Corporation	_____	Other
_____	Partnership	_____	Sole Proprietorship

2. If a corporation, answer the following:

a. Date of incorporation _____
b. State of incorporation _____
c. List Board of Directors and Titles: _____

3. If a sole proprietorship or partnership, answer the following:

a. Date of organization: _____
b. Name and address of all partners: _____

c. If partnership (state whether general or limited): _____

4. How many years has your organization been in business? _____

5. How many years has your organization been in business under it's present business name? _____

6. Under what other, or former, names has your organization operated?

7. If other than a corporation, sole proprietorship, or partnership describe organization and name principals:

8. List states and categories in which your organization is legally qualified to do business.

9. List the service/products normally performed/sold by your company:

10. Name(s), address (es) and phone number(s) of municipalities, corporation(s) or any other business entities which the Town of Southington may contact as a business reference:

11. Please list bank references: _____

12. Is your corporation or business currently on the pre-approved bidders list for the State of Connecticut? _____

If yes, please list categories under the State of Connecticut list for which you are pre-approved:

The undersigned swears that the foregoing statements and attachments which includes _____ pages, are true and correct and includes all material information necessary to identify and explain the operations of

(Name of Organization)

as well as the ownership thereof. It is recognized and acknowledged that statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract and/or prequalifications and for initiating action under Federal or State laws concerning false statements. Further, it may prevent the said firm from participating in future contracts with the Town of Southington.

Signature of Owner, Officer, President,
Chief Executive Officer

Name/Title Date

**TOWN OF SOUTHLINGTON
NEW VENDOR FORM**

For Finance Department Use

Vendor #:	_____
Date set up in system:	_____

Vendor Name: _____

Business Address:

Remit To (if different than *Business Address*)

Street _____

Street _____

City _____

City _____

State/Zip _____

State/Zip _____

Phone _____

Fax _____

Attached W-9

Vendor Number Requested By: _____

**General Description of
Items/services being purchased:** _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number																										
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="margin: auto;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>															-											
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number																										
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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).			
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 on page 4.			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 60%;">Signature of U.S. person ▶</td> <td style="width: 25%;">Date ▶</td> </tr> </table>	Sign Here	Signature of U.S. person ▶	Date ▶
Sign Here	Signature of U.S. person ▶	Date ▶	

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

State Of Connecticut
By His Excellency
Thomas J. Meskill
Governor

Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,
NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.

3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to

prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill

Governor

Filed this 16th day of
June, 1971.

Harry Hammer

Secretary Of The State

Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II. Every contractor and subcontractor having a contract with the state or any of its agencies,

boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order. Dated at Hartford, Connecticut, this 15th day of February 1973. *Thomas J. Meskill, Governor*