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10:42 AM Jodi Moore, ATC



Town of Durham

Office of the First Selectman
P.O Box 428
Durham, CT 06422

Invitation to Bid
HVAC System – Public Works Garage

Bid Due Date
Thursday, May 21, 2026, at 2:00 p.m.

Board of Selectmen

Brendan Rea, First Selectman

Robert Chadd, Selectman

Tom Hennick, Selectman

TOWN OF DURHAM
INVITATION TO BID
HVAC System – Public Works Garage

ITB Issue Date:	Monday, May 4, 2026
Mandatory Walk-through:	Tuesday, May 12, 2026, at 9:00 a.m.
Request for Information:	Friday, May 15, 2026
Proposals Due:	Thursday, May 21, 2026, at 2:00 p.m.
The Work shall be completed:	No later than October 2, 2026

1. Invitation to Bid (Legal Notice)
2. General Conditions & Instructions to Bidders
3. General Specifications
4. Signature and Authority Affidavit Form (submit with bid)
5. Affirmative Action Affidavit (submit with bid)
6. Bid Proposal Form (submit with bid)
7. Form of Contract

REQUIREMENTS

- | | | |
|---------------------------------------|-------------------------------------|------------------------|
| • Certificate of Insurance and W9 | <input checked="" type="checkbox"/> | Yes, upon bid award |
| • Vendor References | <input checked="" type="checkbox"/> | Yes, submit w/bid |
| • Bid Bond/Cashier's Check (10%) | <input checked="" type="checkbox"/> | Yes, submit w/contract |
| • Payment and Performance Bond (100%) | <input checked="" type="checkbox"/> | Yes, submit w/contract |
| • Required Statements Above | <input checked="" type="checkbox"/> | Yes, submit w/bid |

Town of Durham
Legal Notice
Invitation to Bid

The Town of Durham is seeking competitive bids for the purchase and installation of an HVAC system at the Town of Durham Public Works Garage, 20 Cream Pot Rd., Durham, CT 06422.

All Bids must be in a sealed envelope and shall be clearly marked with “**HAVC System-Public Works Garage**”. Sealed bids will be accepted in the First Selectman’s Office, 30 Town House Road, Durham, CT 06422, until 2:00 p.m., Thursday, May 21, 2026, at which time they will be publicly opened and read. Faxed or emailed Bids will not be accepted.

Mandatory Walk Thru will be on Tuesday, May 12, 2026, at 9:00 a.m., the Public Works Garage, 20 Cream Pot Road.

Specifications and bid documents may be obtained from the address above, at www.townofdurhamct.org or <https://portal.ct.gov/DAS/CTSource/BidBoard> by calling (860) 349-3625.

Bidders must comply with all the provisions listed in the proposal.

Brendan Rea, First Selectman
Monday, May 4, 2026

Introduction of Invitation to Bid:

The Town of Durham, CT (hereinafter referred to as "the Town") is seeking proposals from qualified and responsible vendors to provide the purchase and installation of an HVAC system at the Town of Durham Public Works Garage, 20 Cream Pot Rd., Durham, CT 06422.

Submission Instructions

The timeline listed below is the Town's estimation of time required to complete the bid process. All efforts shall be made to abide by this schedule, but the Town maintains the right to change this schedule dependent upon evolving circumstances.

Bid Issued: Monday, May 4, 2026

Bid Proposals Due: Thursday, May 21, 2026 at 2:00 p.m.

Bid Closing Date and Time:

One (1) original, and (1) copy of your completed and signed proposal, in the exact order and manner required, must be received at the Durham Town Hall, Office of the First Selectman, in a sealed envelope marked "**HVAC System – Public Works Garage**" no later than: Thursday, May 21, 2026 at 2:00 p.m. Proposals received after specified date and time will not be accepted. Vendors are responsible for prompt delivery of their proposals.

Submit your proposal package either by mailing or hand delivering to: Town of Durham, Office of the First Selectman, 30 Town House Road, PO Box 428, Durham, CT 06422.

Additional Information

All requests for additional information and/or questions should be directed, in writing, to Charlie Bedo at cbedo@townofdurhamct.org or no later than Friday, May 15, 2026 at 9:00 a.m.

Project Objectives

The Town of Durham is seeking bids from qualified and responsible Contractors for a complete and code-compliant heating and cooling system or the 40' x 60' Public Works facility. The project includes the complete furnishing and installation of all required equipment, materials, controls, and labor necessary to provide a fully operational system. The objective is to replace the existing system with reliable, energy-efficient equipment that meets all applicable codes, safety standards, and manufacturer requirements.

Scope of Work

1. General Description

The Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supervision necessary to complete the installation of all associated components and all ancillary work, and any professional design work required for a new fully functional system, and repair of all building finished resulting from the work. All work shall be performed in accordance with applicable codes, manufacturer requirements, and industry standards.

a. System Requirements

- i. Furnish and install adequate heating and cooling equipment sized appropriately for the facility.
- ii. Equipment brand: Trane, Carrier, Ruud, Bryant, or approved equivalent.
- iii. All equipment must comply with current local, state, and federal codes and standards.
- iv. Electrical power for all new equipment shall be provided as part of this contract, including wiring, disconnects, and any required upgrades.

b. Existing Conditions

- i. The building is currently heated by a propane Trinity TS80 boiler supplying the radiant floor only and will remain.
- ii. The contractor shall review existing conditions and determine all modifications needed to integrate new systems.

c. Contractor Responsibilities

- i. Perform all required alterations to the existing building systems, including mechanical, electrical, and structural modifications, as needed for installation.
- ii. Provide all permits, inspections, and documentation required for code compliance.
- iii. Verify proper operation of the complete system upon completion.

d. Propane Tank

- i. The Town of Durham will provide the propane tank. The contractor shall furnish, size, and install all gas piping as required to properly serve the equipment.

Mandatory Walk-Through

Bidders shall attend a **mandatory walk-through**. At the mandatory walk-through, bidders will be provided with floor plans of the Public Works Garage and will have the opportunity to observe the proposed location of the new HVAC system, as well as the existing building and electrical infrastructure.

Date: Tuesday, May 12, 2026, at 9:00 a.m., 20 Cream Pot Road, Durham, CT 06422

Proposal Requirements

1. Bidder must have all necessary federal and state licenses, as well as intellectual property rights, to authorize it to do business in Connecticut, sell/transfer/distribute/install the equipment and materials listed in this bid and fully perform its contract with the Town.
2. Delivery, installation, training, and implementation time may affect award of bid.
3. Bidder shall attend a mandatory walk-through or the bid shall be rejected.
4. Bidder must provide any/all standard manufacturer's service/operating literature and warranties that may be included with the equipment. All warranties shall be effective the day the equipment is delivered to the Public Works Garage.
5. Envelope(s) must be plainly marked BID "HVAC System – Public Works Garage".
6. Bids must be submitted on the bid sheet.
7. Bidder will indicate estimated delivery time frame in weeks from the order date on the bid sheet.
8. Proof, satisfactory to the Town, of all certifications, licenses and insurances shall be submitted with the bid.
9. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
10. Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
11. Each Bidder, by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents and all addendums, and the bid has been made in accordance therewith. Moreover, by submitting a bid, each bidder acknowledges and agrees that it will, within five (5) business days of receipt of notice of award from the Town, execute the contract provided by the Town without alteration or modification.
12. Each Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.
13. Each Bidder represents that it is qualified, based on multiple successful similar projects in Connecticut in the past five (5) years, to fully perform the work required by the Bid Documents. When specifically requested, the Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her obligations under the Contract, and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

ITB General Terms and Conditions:

ITB Amendments

The Town reserves the right to modify the schedule or issue amendments to this bid at any time. The Town also reserves the right to cancel or reissue the bid. It is the bidder's responsibility to monitor for and obtain any amendments that may be issued.

Vendor's Cost to Develop Proposal

Costs for developing proposals in response to this bid are entirely the obligation of the vendor and shall not be chargeable in any manner to the Town.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the submission time specified in this bid, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for closing of the bid.

Rejection of Proposals – Waiver of Informalities or Irregularities

The Town reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, to seek clarification or additional information from any bidder, to refuse the lowest bidder, and to accept any proposal deemed to be in the best interest of the Town.

The Town reserves the right to terminate or amend this solicitation at any time, without penalty of cost.

Single Response

A single response to the bid may be deemed a failure of competition. In such case the Town reserves the right to terminate or reissue the bid, or to negotiate with submitting vendor.

Proposal Validity Period

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Town and the successful vendor.

Bid Price Hold Requirement

The bid price submitted shall remain firm and unchanged for the duration of the project, from award through final completion and acceptance. No price increases, surcharges, or additional costs will be permitted.

Public Records

Documents submitted in response to this request for proposals become a public record upon submission to the Town, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

Contract Award and Execution

The Town intends to award a contract, if at all, to the lowest responsible and qualified bidder. The "lowest responsible and qualified bidder" is the bidder offering the lowest price who also possesses the skill, ability, and integrity necessary for the faithful performance of the work. Evaluation is based on objective criteria, including past performance, financial responsibility, and experience with similar projects.

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted on the most favorable terms the vendor can offer and be in compliance with this solicitation.

The Town reserves the right to request clarification of information submitted and to request additional information from any vendor.

Form of Contract

By submitting a bid in response to this solicitation the bidder agrees and warrants that if awarded the Contract, the bidder shall execute the attached form of contract without alteration, modification, condition, or exception. Conditional bids or bids that alter the terms of this solicitation or the form of Contract shall be rejected.

If the selected vendor fails to sign the Contract within five (5) business days of delivery of the final Contract, the Town may elect to cancel the award and award the Contract to the next responsible vendor.

Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, environmental protection, waste reduction and recycling, the protection of natural resources, permits, fees, taxes, and similar subjects.

Prevailing Wage

Pursuant to Conn. Gen. Stat. § 31-53, et seq., if the bid is more than \$100,000 the bidder shall include the costs of such prevailing wages including all yearly adjustments in the bid price. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. If the project meets or exceeds the \$100,000 during construction by additive changes, the project is considered a public works project subject to prevailing wage.

Labor and Materials Payment Bond and Performance Bond

Pursuant to Conn. Gen. Stat. § 49-41, the bidder shall provide a Labor and Materials Payment bond in the amount of 100% of the bid (Contract Price) at no additional cost to the Town. In addition, the bidder shall provide to the Town a Performance Bond in the amount of 100% of the bid (Contract Price) at no additional cost to the Town. The form of bonds shall be AIA Document A312. Bonds shall be provided from a surety authorized to issue such bonds in the State of Connecticut and reasonably acceptable to the Owner.

Non-Discrimination

The bidder agrees and warrants that in the performance of the Contract such bidder will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the bidder further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such bidder that such disability prevents performance of the Work involved. The bidder shall comply with the provisions of Conn. Gen. Stat. §§ 4a-60.

Insurance, Indemnity and Other Terms and Conditions

See Form of Contract, attached.

Ownership of Documents

Any reports, studies, conclusions, and summaries prepared by vendors responding to this bid shall become the property of the Town.

Confidentiality of Information

All information and data furnished to the vendor by the Town, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to the Town. The successful vendor will be expected to enter into a nondisclosure agreement with the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

Signature and Authority Affidavit Form

BIDDING COMPANY NAME: _____

FEIN (Federal Employer ID Number) _____ OR Social Security (if Sole Proprietorship) _____

Address: _____

City _____ State _____ Zip _____

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name _____ Title _____

Phone _____ Cell _____

Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid. By signing below, the Bidder certifies that the bid price shall remain firm through project completion and acceptance.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

AFFIRMATIVE ACTION/EEO AFFIDAVIT
HVAC System – Public Works Garage

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF DURHAM that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)

_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Bid Proposal
HVAC System – Public Works Garage

Contact Name: _____

Company Name: _____

Address: _____

City, State, ZIP _____

Phone: _____

Email: _____

Equipment Cost: _____ \$

Warranty Cost: _____ \$

Labor Cost: _____ \$

Installation: _____ \$

Total Project Cost: _____ \$

Printed Name of Signatory: _____

Signature: _____ Date: _____

CONTRACT

This contract (the “Contract” or “Agreement”) is entered into the ___ day of _____ 2026 (“Effective Date”) by and between the Town of Durham, CT, 30 Town House Rd, Durham, CT 06422, a political subdivision of the State of Connecticut (the “Town” or “Owner”) and _____ (the “Contractor”). The Town and the Contractor may be referred to individually as Party or collectively as Parties.

WHEREAS, the Town advertised for bids for: “HVAC System – Public Works Garage” dated ____ __, 2026 (“RFP”), attached hereto as Exhibit A: and

WHEREAS, the Town received a bid from the Contractor in response to the RFP (the “Bid”), attached hereto as Exhibit B; and

WHEREAS, the work to be performed by the Contractor for the Project are set forth in the Contract Documents as described in Paragraph 9 (the “Work”); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Contract for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral. To the extent of any conflict in the Contract Documents, the higher standard, the more onerous obligation, duty, or requirement, the more costly, and more time consuming shall apply as determined by the Town.

Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, materials, facilities, supplies, transport, temporary protection, controls, professional engineering, and all other things necessary to carry out the Work in strict accordance with the terms of the Contract Documents and all applicable State, Federal and local laws, ordinances, codes, rules and regulations. The Work of the Contractor shall be first class and be performed in a good and workmanlike manner in accordance with the foregoing applicable laws, ordinances, codes, rules and regulations, and industry standards. If any professional engineering is required by applicable law or regulation for the Contractor to perform the Work, the Contractor shall retain such design professional at no additional cost to the Town. The design professional shall be qualified and licensed to practice in the State of Connecticut and be adequately insured.

Permits and Standards. Contractor shall obtain all required permits and agreements from the Town, county, Federal, State or other governmental authority with jurisdiction for the performance of the Work.

Compliance with Laws. Contractor shall comply with all Federal, State and local laws, ordinances, codes, rules and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the Contract Documents.

Time. The Work of this Contract shall commence upon receipt by the Contractor of a notice to proceed from the Town. The Work shall be completed no later than October 2, 2026

Contract Price/Payment. The Contract Price is _____ (\$ _____) (“Contract Price”). The Town will pay the Contractor for the Work as follows: within thirty (30) days after receipt of the Contractor’s invoice based upon the percentage of Work completed within the thirty (30) day billing period, provided the Work is completed to the reasonable satisfaction of the Town. In the event the Town

disputes the Contractor's invoice, the Town shall provide the reasons therefore to the Contractor in writing within seven (7) days. In all events, the Town shall pay undisputed amounts within thirty (30) days. The Town's good faith dispute over payment shall not be cause for termination of the Contract by the Contractor or suspension of the Work. In this event the Contractor shall continue performance during the pendency of any dispute or claim, and the Town shall continue to make payments which are not the subject of a good faith dispute. The Contractor's bid, which identifies the value of various portions of the Work shall be used for billing purposes.

Insurance and Bonds. The Contractor shall carry and keep in force during the term of this Contract insurance and bonds as set forth below, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and policy endorsements naming the Town, and its elected officials, agents, boards, commissions, employees, and volunteers as additional insureds (each an "Additional Insured" and collectively "Additional Insureds") prior to the start of the Work on a primary and non-contributory basis. Evidence of the Additional Insured's additional insured status shall be by endorsement acceptable to the Town. The Contractor, the Contractor's subcontractors, and their respective insurers waive all rights of subrogation against the Additional Insureds.

A. Minimum types and limits of insurance shall be as follows:

1) Commercial General Liability insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the goods or services identified in this Contract.

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$2,000,000 general aggregate
- \$2,000,000 products-completed operations aggregate

(2) Coverage for ongoing operations, independent contractors, and any persons or entities performing services on behalf of the Contractor.

(3) Products and completed operations coverage, which coverage shall be maintained in effect for a period equivalent to the applicable statute of repose.

(4) An endorsement stating that "limits apply per Project."

(5) Contractual liability coverage.

(6) Contain a severability or separation of insureds clause.

(7) An additional insured endorsement (on ISO form CG 20 10 or CG 20 26 and form CG 20 37, or equivalent acceptable to the Town) naming the Additional Insureds (defined below) as additional insureds.

(8) The insurance maintained by the Contractor shall be primary with respect to the interest of the Town, and any other insurance or self-insurance maintained by the Town, or the other Additional Insureds is in excess and shall not contribute to Contractor's insurance in all instances regardless of any like insurance that the Town or the other Additional Insureds may have.

(9) Waiver of Subrogation endorsement in favor of the Town, the other Additional Insureds, and their respective insurers. The Town, the other Additional Insureds, and their respective insurers retain all rights of subrogation.

B. Commercial Automobile Liability coverage to include owned, leased, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by the Contractor or its subcontractors and suppliers, including each of the following:

- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to subcontractors or others providing services to the Contractor).
- (c) Waiver of Subrogation endorsement in favor of the Town, the other Additional Insureds, and their respective insurers. The Owner, the other Additional Insureds, and their respective insurers retain all rights of subrogation.

C. Contractor's Pollution Liability coverage with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate (with coverage for asbestos-related claims) if the Work involves hazardous substances or pollutants as defined by applicable law. Waiver of Subrogation endorsement in favor of the Town, the other Additional Insureds, and their respective insurers. The Owner, the other Additional Insureds, and their respective insurers retain all rights of subrogation.

D. Follow-form umbrella (excess) liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverage required of Contractor under this Section. Such insurance shall contain a provision that it will not be more restrictive than primary insurance. Aggregate limits of liability shall apply separately with respect to the Contract. Waiver of Subrogation endorsement in favor of the Town, the other Additional Insureds, and their respective insurers. The Town, the other Additional Insureds, and their respective insurers retain all rights of subrogation.

E. Workers' Compensation insurance, including employer's liability, for all persons whom the Contractor employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any services related to this Order. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the state(s) where the Contract is performed, and shall include the following:

- (1) Coverage A (Workers' Compensation) - Statutory
- (2) Coverage B (Employer's Liability)

At a minimum, the following limits and coverages:

- \$1,000,000 for each accident, for bodily injury by accident
- \$1,000,000 for each employee, for bodily injury by disease
- \$1,000,000 for each disease policy limit

(3) Waiver of Subrogation endorsement in favor of the Town, the other Additional Insureds, and their respective insurers. The Town, the other Additional Insureds, and their respective insurers retain all rights of subrogation.

- (4) Contain endorsements that provide: Voluntary Compensation

F. Professional Liability Insurance. If the Contractor is required to furnish professional services as part of this Contract, the Contractor shall procure Professional Liability insurance covering performance of the

professional services, with policy limits of not less than five million (\$5,000,000) per claim and five million (\$5,000,000) in the aggregate.

G. Additional Insureds.

To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General Liability, Automobile Liability and Contractor's Pollution Liability to include the Town, and its, elected officials, agents, boards, commissions, employees, and volunteers (each an "Additional Insured" and collectively, the "Additional Insureds") as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions or defects in the goods and/or labor and/or services provided by Contractor. The additional insured coverage shall be primary and non-contributory to any of the Additional Insureds' insurance policies and shall apply to both ongoing and completed operations. The Contractor shall provide the Town with an additional insured endorsement evidencing the Contractor's compliance with its obligations to name additional insureds pursuant to this Section which endorsement shall be ISO Endorsement satisfactory to the Town. If the subject of this Order is funded in whole or in part by the State of Connecticut (including any of its agencies or departments, or branches), the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Additional Insureds as required by this Section.

H. The insurance provisions set forth herein shall survive the delivery and acceptance of the goods and/or labor, and/or services set forth in this Order, termination of this Order, or full or partial performance of this Order, to the maximum extent allowed by law.

I. Performance Bond and Labor and Materials Payment Bond.

The Contractor shall provide a 100% Labor and Materials Payment Bond and 100% Performance Bond for the full value of the Contract Price at no additional cost to the Town. The bonds shall be issues by sureties authorized to issue such bonds in the State of Connecticut and reasonably acceptable to the Town.

8. Liability. To the fullest extent allowed by law, the Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town and its elected officials, agents, boards, commissions, employees, and volunteers for the failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) This Contract;
- (ii) The RFP, attached hereto as Exhibit A;
- (iii) The Bid, attached hereto as Exhibit B;
- (iv) Modifications made to the Contract after execution.

10. Hold Harmless. To the fullest extent allowed by law, the Contractor agrees to indemnify and save harmless the Town, and its elected officials, agents, boards, commissions, employees, and volunteers ("Indemnitees") from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys, and other professionals, and court and arbitration costs) but only to the extent, arising out of or resulting from the performance of the Work by the Contractor, provided such claim, damage, loss or expense is caused in

whole or in part by any negligent act or omission by the Contractor or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish the Work or anyone for whose acts the Contractor may be liable.

11. Termination. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and terminate the Contract upon providing the Contractor with three (3) days written notice in which time the Contractor failed to commence and diligently and continuously prosecute a cure of the default. If the Town terminates for cause the Town may take possession of all materials and equipment of the Contractor and complete the Work by whatever means the Town deems expedient. The Contractor shall not be entitled to any further payment until the Work is fully and finally completed. If the unpaid balance of the Contract Price exceeds the value of the Town's completion of the Work, the Contractor shall be paid the difference. If the value to complete the Work is in excess of the Contract Price, including any professional costs and attorneys' fees, the Contractor shall pay the difference to the Town on demand plus interest at the maximum legal rate from the date of demand.

The Town may, at any time, terminate the Contract for the Town's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed and accepted by the Town, and reasonable and documented costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed. In no event shall the Contractor be entitled to anticipated overhead and profits on Work not performed or other damages of any kind or nature, including but not limited to consequential damages.

12. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Contract and the other Contract Documents may be made only by a written document referencing this Contract and executed by both parties.
13. Connecticut Law and Courts. This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut. The Contractor waives consequential damages of any kind or nature.
14. Non-Discrimination. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the Work involved. The Contractor shall comply with the provisions of Conn. Gen. Stat. §§ 4a-60.

15. OSHA Requirements. Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and warrants that all goods, materials, labor and services furnished under this Agreement will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the Town for all damages suffered by the Town as a result of Contractor's failure of the goods, materials, labor and services furnished under this Agreement to so comply. Contractor agrees to furnish Material Safety Data Sheet as applicable for hazardous or potentially hazardous products. If the Work entails any exposure to a regulated material, including, but not limited to, asbestos or lead, the Contractor certifies that it, its employees, and each of its subcontractors and their employees shall be certified and trained under all OSHA and other relevant regulations for such Work.

16. Compliance with Immigration Laws. The Contractor, during the term of this Agreement will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Agreement will at all times be authorized for employment in the United States of America. The Contractor confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Agreement and that it will require each subcontractor, supplier, or consultant, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Agreement. The Contractor shall defend, indemnify, and hold harmless the Town and its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the Contractor or its subcontractors/consultants, or suppliers. The Contractor shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the Contractor's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Agreement.

17. Prevailing Wages. If the bid is \$100,000 the Contractor shall include the costs of such wages including all yearly adjustments in the Contract Price. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day. If the project meets or exceeds the \$100,000 during construction by additive changes, the project is considered a public works project subject to prevailing wage.

18. Non-Resident Contractor 5% Tax For Contracts. Conn. Gen. Stat. Sec. 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least \$250,000, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website. Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Owner’s purchasing department.
19. Warranty. The Contractor warrants to the Town that: (1) materials and equipment furnished under the Contract will be new and of good quality; (2) the Work will be free from defects; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence upon the final completion and acceptance of the Work by the Town.

The Contractor shall provide copies of all fully executed warranties and guarantees required by the Contract Documents and/or that are coincident with the materials and equipment installed at the Project prior to final payment by the Town.

All warranties shall commence as of the date of final completion and acceptance of the Work by the Town and shall continue for a period of one (1) year or longer as required by the Contract Documents.

Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective. The Contractor shall correct such defective Work at no cost to the Town upon demand.

Longer term or extended warranties required by the Contract Documents or coincident with the product, material or equipment provided shall be provided by the relevant vendor or manufacturer directly to the Town, and the Contractor shall obtain documentation of such warranties and transmit such documentation to the Town for review and approval.

20. Consequential Damages. The Contractor waives consequential damages against the Town, including damages for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit, or anticipated profit.
21. Execution. This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

SIGNATURE PAGE

THE TOWN OF DURHAM, CT:

By _____

Witness:

Witness:

CONTRACTOR:

By _____

Witness:

Witness