



# City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Request for Proposals

*Specifications and Proposal Documents Attached*

Proposal No.: **2025-01 CONL**

Opening Date and Time: **August 27, 2024 at 2:00 P.M.**

Title: **New London Board of Education Boiler Replacement (2)**

### Special Instructions:

- You must submit one (1) hard copy of the proposal along with one (1) electronic file in PDF format on a USB drive.
- This RFP is for the replacement of two boilers in two separate schools.
- This is a prevailing wage job.
- Retainage to be held: 5%
- Liquidated damages: \$1,000 per day
- No alternates will be considered for the two boilers.
- Dates:
  - **MANDATORY** walk-thru: August 13, 2024 at 10:00 A.M. (meet at the Science and Technology School).
  - Questions due no later than August 20, 2024 by 2:00 P.M. Email [jmontague@newlondonct.org](mailto:jmontague@newlondonct.org)

The following information must appear in the lower left hand corner of the envelope:

Sealed Proposal No.: 2025-01 CONL

Not to be opened until August 27, 2024 at 2:00 P.M.

### Return Proposal to:

Joshua Montague, Accounting/Purchasing Agent  
City of New London  
13 Masonic Street\*  
New London, CT 06320

\*13 Masonic Street is located on the upper level of the building. Enter 13 Masonic Street through the single door to the right of the double doors.

\*\* Do not bring proposals to the Board of Education or your proposal will be DISQUALIFIED.

**Proposals cannot be accepted after the Proposal Opening Date and Time indicated above and will be returned unopened.**



# City of New London

Department of Finance-Purchasing Agent  
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## PLEASE RETURN THIS FORM IMMEDIATELY

### Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2025-01**  
**New London Board of Education Boiler Replacement**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: August 2, 2024

Date documents received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Do you plan to submit a response? Yes \_\_\_\_\_ No \_\_\_\_\_

Print or type the following  
information: Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: E-mailed acknowledgements are requested.**  
**E-mail: [jmontague@newlondonct.org](mailto:jmontague@newlondonct.org)**



# City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

2025-01- NLPS Boiler Replacement (2)

## Standard Request for Proposals (RFP) and Contract Terms and Conditions

All Requests for Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### Submission of Proposals

1. Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

*Affirmative Action – Equal Opportunity Employer*

### Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

#### Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Bid Bond** – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

**Performance Bond** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

**Labor and Material Payment Bonds** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

#### Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

#### Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

### Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

#### Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

**Bodily Injury and Property Damage** – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

**Products or Completed Operations** - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

**Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations** – Two million dollars (\$2,000,000.00) each occurrence

**Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property)** – One million dollars (\$1,000,000.00) combined single limit for each accident.

**Workers' Compensation Coverage** - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

**Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)**

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. The policy shall also include a subrogation of waiver. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

**Delivery**

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

**Saving Clause**

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

**Rights**

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

**Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)**

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**SAMPLE**

**CONTRACT FORMS**



## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *Xth* day of (*MONTH*), 2024, by and between (*Company Name, Address*), hereinafter called “**Contractor**” and the City of New London, 181 State Street, New London, CT 06320, hereinafter called “**City**.”

WHEREAS, the City desires to enter into a contract for the (*state nature of work*) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of the Contract:** The start date for this Contract shall be (*Month, Day*), 2024 and the completion date of this Contract shall be (*Month, Day*), 2024, time being of the essence.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*Dollar Amount in words*) (\$).

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor’s bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether

or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$\_\_\_1,000\_\_\_ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

**6. Supervision Of Work:** The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

**7. Insurance:** The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of two years from the termination of the contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

The CITY requires that the aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

Renewal certificates must be furnished by the prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

Contractor shall agree to maintain in force during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-VIII". In addition, all Carriers are subject to approval by City of New London.

**8. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

**9. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**10. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

**11. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

**12. Record keeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

**14. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

**15. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

**16. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

**17. Waiver of Jury Trial:** CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:**

For the purposes of this article, the word “contractor” is substituted for and has the same meaning and effect as if it read “Contractor’s name.” Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) 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, mental retardation, 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. The contractor further agrees to take affirmative action to insure 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, mental retardation, 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; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result

of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) 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 sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of

Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

**19. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**20. Compliance with Laws and Indemnification of the City of New London:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

**21. Waivers And Severability:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**22. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**23. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**24. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

\_\_\_\_\_  
Michael Passero  
Its Mayor

\_\_\_\_\_  
Its Duly Authorized Agent

Approved as to form:

\_\_\_\_\_  
Jeffrey T. Londregan, Esq., Director of Law

Date Signed \_\_\_\_\_





# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

## 2025-01- NLPS Boiler Replacement (2)

**Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

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

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

**Sec. 31-55. Posting of wage rates by contractors doing state work.** Every contractor or subcontractor performing work for the state subject to the provisions of section [31-53](#) or [31-54](#) shall post the prevailing wages as determined by the Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

(1955, S. 3020d; P.A. 97-263, S. 16.)

History: P.A. 97-263 incorporated changes to Secs. 31-53 and 31-54 by reference.

[\(Return to Chapter Table of Contents\)](#)

[\(Return to List of Chapters\)](#)

[\(Return to List of Titles\)](#)

**Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work.** Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section [31-54](#), or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section [31-53](#) shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

(P.A. 02-69, S. 1.)

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

## **Informational Bulletin**

### **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**



November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## Information Bulletin *Occupational Classifications*

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *\*License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6790.*

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**WEEKLY PAYROLL**

Connecticut Department of Labor  
Wage and Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									POLICY #				EFFECTIVE DATE:		EXPIRATION DATE:				
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER			
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH									
												\$	1. \$								
												Base Rate	2. \$								
													3. \$								
													4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
													3. \$								
													4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								



**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_  
 (Signature) (Title) Submitted on (Date)

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

Weekly Payroll Certification For  
Public Works Projects (Continued)

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

**Week-Ending Date:**  
**Contractor or Subcontractor Business Name:**

**WEEKLY PAYROLL**

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours  Total O/T Hours	BASE HOURLY RATE  TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	WITH- HOLDING	WITH- HOLDING	OTHER		
HOURS WORKED EACH DAY											1. \$									
												\$	Base Rate	2. \$						
												\$	Cash Fringe	3. \$						
												\$	Base Rate	4. \$						
												\$	Cash Fringe	5. \$						
												\$	Base Rate	6. \$						
												\$	Cash Fringe	1. \$						
												\$	Base Rate	2. \$						
												\$	Cash Fringe	3. \$						
												\$	Base Rate	4. \$						
												\$	Cash Fringe	5. \$						
												\$	Base Rate	6. \$						
												\$	Cash Fringe	1. \$						
												\$	Base Rate	2. \$						
												\$	Cash Fringe	3. \$						
												\$	Base Rate	4. \$						
												\$	Cash Fringe	5. \$						
												\$	Base Rate	6. \$						

\*IF REQUIRED

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										<b>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</b>										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109						
WEEKLY PAYROLL																										
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389										WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09						
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY							
														FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER									
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY							
				S	M	T	W	TH	F	S																
				HOURS WORKED EACH DAY																						
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8	8			S-TIME 40 Base Rate \$ 30.75	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx					
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8				S-TIME 40 Base Rate \$ 19.99	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx					
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8							S-TIME 8 Base Rate \$	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		xxx.xx #125					
													S-TIME Base Rate \$	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$												
													O-TIME Cash Fringe \$	4. \$ 5. \$ 6. \$												

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

**\*\*Prevailing Wage rates will be issued via addendum\*\***



***REQUEST FOR PROPOSAL (RFP)***

**NEW LONDON BOARD OF EDUCATION Boiler Replacement (2)**

**RFP #2025-01 CONL**

Issued: August 2, 2024

## **Table of Contents**

Request for Proposal Cover Page

Notice to Bidders

Definitions of Words and Terms

Section 1 – Instructions to Respondents

Section 2 – Scope of Work and Technical Specifications

Section 3 – Proposal Submission Provisions

Section 4 – Selection Process

Section 5 – Specific Contractual Terms and Conditions

Section 6 – Proposal Required Forms

Appendix A – Information regarding existing boilers to be replaced

Appendix B- Information regarding boilers to be installed

### Request for Proposal Cover Page

RFP Description: City of New London and New London Board of Education Boiler Replacement RFP Number: 2025-01 CONL

*RFP Issue Date: August 2, 2024*

*Mandatory walk-thru: August 13, 2024 at 10:00 A.M.* Meet at the Science and Technology building located at 490 Jefferson Ave., New London, CT 06320. Late arrivals (more than 15 minutes) will not be allowed to participate.

*Questions due: August 20, 2024 by 2:00 P.M.* You must email them to [jmontague@newlondonct.org](mailto:jmontague@newlondonct.org)

*Bid Deadline: August 27, 2024, 2:00 pm E.S.T.*  
Submission Method: sealed envelope.

Bid packages should be in a sealed envelope. You must include one hard copy of the proposal along with one electronic copy on a USB drive. All submissions should be clearly labeled with:

- a) The bidder’s full name, address, and telephone number.
- b) RFP number (2025-XX CONL) and “CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION Boiler Replacement” on outside of envelope.
- c) Date and time of proposal submission.

Send Submissions To:

Joshua Montague  
 Accounting/Purchasing Agent  
 City of New London  
 13 Masonic Street  
 New London, CT 06320

Additional RFP Information and Questions:

Contact email: Joshua Montague  
 Accounting/Purchasing Agent  
[jmontague@newlondonct.org](mailto:jmontague@newlondonct.org)

Subject line must read “2025-01 CONL Questions”

Questions must be emailed or addressed at the mandatory walk-thru. Questions asked of anyone other than the contact listed above may be grounds for dismissal of the proposal.

In compliance with this Request for Proposals and to all conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Firm: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Print Name) (Signature in Ink)



Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ FEI/FIN Number: \_\_\_\_\_

## Section 1 – Instructions to Respondents

### 1) Purpose

The specific objective for this project is to replace the boiler system at two CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION locations. One boiler is located in the Science and Technology Magnet High School of Southeastern Connecticut located at 490 Jefferson Avenue, New London, CT 06320. The second boiler is located C.B. Jennings International Elementary Magnet School at 50 Mercer Street, New London, CT 06320. This will include disposal of the old equipment.

### 2) Proposal Submission

The proposer shall submit these documents:

- a) One (1) original hard (paper) copy with signed forms.
- b) One electronic copy on a USB drive.

Printed responses should not be in binders. Proposers must submit both physical copies and electronic versions of the response by the due date listed in this RFP. The City of New London and the Board of Education are not responsible for late submissions.

All bids must be submitted in accordance with requirements set forth in this Bid/Proposal Documentation and be received in the offices on or before August 27, 2024 at 2:00 pm E.S.T.

Send Submissions To:

Joshua Montague  
Accounting/Purchasing Agent  
13 Masonic Street  
New London, CT 06320

All proposals are to be sealed and marked with the RFP number and description of the RFP.

The City of New London and NEW LONDON BOARD OF EDUCATION are not responsible for late proposals. Proposals received after the stated date/time will not be accepted and will be returned unopened.

### 3) Proposal Requirements, Format, Required Content and Other

Proposal for the requested services will be acceptable only if a person, firm, or corporation meets the qualifications listed in this RFP.

Proposals shall be prepared clearly and concisely.

Proposals that do not adhere to the required format, are difficult to read, or are deemed illegible may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

- a) Request for Proposal cover page.
- b) Bid form
- c) Cover letter with the following information.
  - Identification of the proposer, including name, address, and telephone number of the appropriate contact person(s).
  - Signature of a person authorized to bind the proposer to the terms of the proposal.
- d) Qualifications and Capabilities of the Company- this section must be contained to 20 single-sided pages, times new roman font, size 12, single spaced:
  - Name(s) and title(s) of all key personnel proposed for the duration of the contract. If oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the proposer.
  - Please provide a brief profile of the proposer, including the principal line of business including year founded, organization form, and a general description of the proposer's financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the proposer's ability to complete the project.
  - Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required product or service because of its strength and stability.
  - Identify all subcontractors. For each subcontractor, provide the company's name, address, contact person, telephone number, and function. Produce DBE documentation if claiming to be DBE.
  - Provide current information on professional errors and omissions coverage carried by the proposer's firm, including the insurer's name and amount of coverage.
- e) All necessary forms throughout this RFP and all executed Attachments.

#### 4) Inquiries

All inquiries shall be in an email form to the email addresses listed below. Those inquiries and answers will be distributed to Proposers via addenda. The deadline to submit questions is August 20, 2024.

Additional RFP Information and Questions:

Email: [jmontague@newlondonct.org](mailto:jmontague@newlondonct.org) Joshua Montague, Accounting/Purchasing Agent

You must include "2025-01 CONL Questions" in the subject line.

Questions will not be accepted or answered after the due date and time.

## 5) Procurement Schedule

The below is an anticipated project schedule for this procurement and is subject to change:

Bid advertisement	August 2, 2024	
Mandatory walk-thru	August 13, 2024	10:00 am E.S.T.
Questions due	August 20, 2024	2:00 pm E.S.T.
Proposal due date	August 27, 2024	2:00 pm E.S.T.
Work to Commence	early September	
Project Completion, punch list, and signoff	mid-late Fall if possible	

## 6) Disadvantaged Business Enterprise (DBE)

For a list of qualified DBEs, please visit the State of Connecticut website at <https://www.biznet.ct.gov/SDSearch/SDSearch.aspx>.

- 7) This contract will be funded, in part, with federal funds. The selected contract shall comply with all applicable federal, state, and local laws/regulations including, but not limited to: Davis-Bacon Act, 40 U.S.C. 3141-3148; DBE 49 C.F.R. part 26; 2 C.F.R. 200.321; Build America, Buy America Act; etc.

The Contractor and its subcontractors agree to ensure that DBEs, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the whole or part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate based on race, color, national origin, religion, sex, age, or physical handicap in the award and performance of subcontracts.

## 8) Examination of RFP and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements, and instructions. Failure to do so will be at the Proposer's risk.

The submission of a proposal shall constitute an acknowledgement upon which CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may rely on that the Proposer has thoroughly examined and is familiar with the solicitation, Instructions, and Scope of Work, including any worksite identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, worksites, statues, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal and any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed based

on lack of knowledge or misunderstanding of this RFP, worksites, statutes, regulations, ordinances, or resolutions.

9) Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to the Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed (as defined in the Procurement Schedule) for a reply to reach all Proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addenda will be available on CITY OF NEW LONDON website. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION before the award of the Contract will not be binding upon CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

Questions asked at the mandatory walk-thru should also be submitted in writing as specified.

## Section 2 – Scope of Work and Technical Specification

### Request for Proposal (RFP)

#### 1) Objectives

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION expects to achieve the following outcomes through this solicitation:

- a) Replacement of two (2) boiler systems in two (2) separate locations. One boiler is located in the Science and Technology Magnet High School of Southeastern Connecticut located at 490 Jefferson Avenue, New London, CT 06320. The second boiler is located C.B. Jennings International Elementary Magnet School at 50 Mercer Street, New London, CT 06320.

#### 2) Scope of Work

- a) The Contractor shall provide the following services including, but not limited to:
  - i. Equipment to be serviced: replace Boilers in both locations.
  - ii. Remove two (2) Smith 14 section boilers from each location and properly dispose off-site (boiler specifications are included in Appendix A).
  - iii. Disconnection of the line, low and control voltage wiring.
  - iv. Furnish and install all necessary line, low, and control voltage wiring for proper operation of the system. Exclude integration into the existing controls system.
  - v. For Jennings- remove and properly dispose of the existing glycol and to furnish and install new glycol to the proper volume and for a 30% mixture.
  - vi. Install two (2) FBN3001 – Lochinvar Crest Boiler | 3000000 BTUH Input | Natural Gas placed (1) in each footprint of removed Smith 14 section boiler with LON cards for BMS integration (boiler specifications are included in Appendix B).
  - vii. Make Safe line and low voltage electrical, natural gas, make-up water, and valve off hydronic system at house pumps and drain the boiler loop system.
  - viii. Remove associated boiler pumps, flues, air separator, gas trains, expansion tanks, and any other necessary equipment and properly dispose off-site.
  - ix. Furnish and install primary/secondary piping configuration for new Lochinvar boiler with system pumps and adapt into house piping infrastructure, using new materials as needed.
  - x. Furnish and install new piping needed for make-up water to new boilers.
  - xi. Furnish and install new expansion tanks for boilers and other boiler associated componentry to make a complete working system.
  - xii. Furnish and install hydronic valving to allow boiler and pumps to be isolated from house side.
  - xiii. Furnish and install new Centrotherm (or equivalent) boiler flues, using existing flue breach points (can use existing flue as chase for new flue, if needed).
  - xiv. Furnish and install new gas piping, valving, regulators, and gas trains as needed for new boilers.

- xv. Fill, test, and purge new boiler systems.
- xvi. Factory star-up.
- xvii. This work will need to be completed on or before October 13, 2023
- xviii. Permits and inspections to be done by successful bidder.
- xix. All materials and labor needed to complete the job will be supplied by the successful bidder.
- xx. NO ALTERNATES WILL BE CONSIDERED.

b) Requirements:

- i. Contractor to work most efficient hours Monday through Friday and shall not disrupt the school schedule.
- ii. Contractor will have all debris and equipment cleaned up from the area.
- iii. If permits are required, this will be the sole responsibility of the vendor 100%.
- iv. Contractor to discuss safety issues and concerns and staging of equipment and movement with CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION prior to commencement of work.
- v. Contractor will be subject to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION drug and alcohol policy. The safety team will explain the drug and alcohol policy at the pre-construction meeting along with the safety meeting.
- vi. All freight charges and loading and unloading of equipment, and construction material to be the sole responsibility of the contractor.
- i. Project to be 100% completed within 120 days of a "Notice to Proceed" or execution of contract whichever comes last.
- ii. At the end of the project contractor to supply CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION all manuals and drawings for installed system to include a parts list and drawings. Vendor to supply drawings and manuals for any and all adjustments and a trouble shooting guide.
- iii. Contractor to supply CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION an explained maintenance schedule needed for the equipment and supply training for the in-house maintenance team to include the facility maintenance supervisor.
- iv. Note: CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION requires that someone from the contractor's team be onsite when the boiler goes into operation for a short time to watch operation and discuss procedures with CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION team members.
- v. The Contractor shall provide the Project Manager with a work schedule. Work should be scheduled Monday through Friday.
- vi. The Contractor will provide a one-year warranty on labor and installation.

c) CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION Responsibilities

- i. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will grant all needed access to the facility.
  - ii. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to require the Contractor to replace any of the Contractor's employees which are unacceptable for any reason to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.
  - iii. Contractor's employees shall respect all CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's rules including, but not limited to safety, smoking, and security of the building.
- d) Contractor's Responsibilities
- i. Contractor acknowledges that its employees are not considered employees of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION. Contractor shall be responsible for any taxes, worker's compensation insurance, and any other work-related expenses, including but not limited to work performed under contract for CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.
  - ii. The Contractor shall furnish all labor, tools, and materials necessary for job completion.
  - iii. The Contractor will be responsible to clean up of tools, materials, and consumables at the end of the project with absolutely no mess left behind.



## Section 3 – Proposal Submission Provisions

- 1) Postponement, Amendment, and/or Cancellation of the RFP CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to revise or amend any portion of this RFP before the date and time for the proposal delivery. Such revisions and amendments, if any, shall be issued through an addendum to this RFP Addendums shall be available on the City of New London website. It is the ultimate responsibility of a Proposer to obtain any updated information related to this RFP.

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to cancel this RFP at any time or change the date and time for submitting proposals by announcing the same before the date and time established for proposal submission.

- 2) Rejection of Proposals  
CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to reject any or all proposals and waive any minor informalities or irregularities.
- 3) Clarification of Proposals  
CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to clarify any point in a proposal or obtain additional information to evaluate a particular proposal. Failure of a Proposer to respond to such a request for further information or clarification may result in that proposals' rejection.
- 4) Modification or Withdrawal of Proposals and Late Proposals  
At any time before the time and date set for submission of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known, and a receipt is signed for the proposal. All proposal modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

5) Errors and Administrative Corrections

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to request an extension of the proposal period from a Proposer or Proposers.

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

6) Compliance with RFP Terms and Attachments

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION intends to award a contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised not to make any exceptions.

Proposers shall submit proposals that respond to the requirements of the RFP. An exception is not a response to an RFP requirement.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in a rejection of the proposal.

7) Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any over-head, profit, or cost element of any proposal price (Affidavit of Non-Collusion). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualifying the proposer's offer.

If CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION determines that collusion has occurred among Proposers none of the proposals from the participants in such collusion shall be considered. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's determination shall be final.

8) Taxes and Interest

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION is exempt from Federal, Excise and Transportation Tax and the Connecticut Sales, Excise and Use

Tax. Proposers will not include these taxes in their proposed price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will not pay interest on unpaid or disputed invoices, whether due or overdue.

9) Retainage and liquidated damages

5% retainage to be held until completion of the installation.

Liquidated damages will be assessed at a rate of \$1,000/day, if necessary.

10) Single Proposal Response

If only one proposal is received, a detailed price/cost analysis may be requested of that Bidder. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to reject the single proposal and put the IFB out for bid again if necessary.

11) Exclusionary of Discriminatory Specifications

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)

12) Protest

a) General

Protests may be made by prospective Proposers, Vendors or Proposers whose direct economic interest may be affected by the award of the contract or by failure to award a contract. The City of New London will consider all protests filed in a timely manner as described below:

All protests are to be submitted in writing by one of the following: Send by regular United States mail to:

Joshua Montague  
Accounting/Purchasing Agent  
13 Masonic Street  
New London, CT 06320

A protest submission should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following:

- i) Name, address, email address and telephone number of protester;
- ii) Identification of contract solicitation number;
- iii) A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents; and
- iv) A statement as to what relief is requested.

Protests must be submitted to the City of New London in accordance with these procedures and time requirements, must be complete and describe all issues that the protester believes relevant.

b) Protests Before Proposal Opening/Pre-bid Protests:

Protests alleging restrictive specifications or improprieties which are apparent prior to proposal or bid opening or receipt of bids or proposals must be submitted in writing as set forth above and must be received at least seven (7) business days prior to proposal or bid opening or the closing date for receipt of Proposals or bids. If the written protest is not received by the time specified, proposals may be received, and an award made in the normal manner, unless CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION determines that remedial action is required. Oral protests not followed by a written protest will be disregarded. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may request additional information from the appealing party and information or response from other bidders, which shall be submitted to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION not less than seven (7) business days after the date of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's request. So far as practicable, protest decisions will be made by the CFO, the project manager, and others as CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate. So far as is practical, the decision will be based upon the written appeal, information and written responses submitted by the appealing party and other bidders. If any party fails to timely respond to a request for information, it may be determined by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION that such party does not desire to participate in the proceedings, does not contest the matter, or does not desire to submit a response and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation that CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall render a final decision.

c) Protests After Proposal Opening and Prior to Award

Protests against the making of an award must be submitted in writing to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION and received within seven (7) business days of the award. Notice of the protest and the basis thereof will be given to all bidders or proposers. In addition, when a protest against the making of an award by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION is received and it is determined to withhold the award pending disposition of the protest, the bidders, or proposers whose proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the proposal. Where a written protest against the making

of an award is received in the time period specified, the award will not be made prior to seven (7) business days after resolution of the protest unless CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION determines that:

- i) The items to be purchased are urgently required; or
- ii) Delivery or performance will be unduly delayed by failure to make award promptly; or
- iii) Failure to make award will otherwise cause undue harm to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

As far as practicable, protest decisions will be made by the CFO, the project manager, and others as CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate. So far as practicable, the decision on the protest will be based upon a written appeal, information and written responses submitted by the protesting party and other bidders. If any party fails to timely respond to a request for information, it may be determined by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION that such party does not desire to participate in the proceedings, does not contest the matter, or does not desire to submit a response and in such case, the protest will proceed and will not be delayed due to a lack of a response. Upon receipt and review of written submissions and any independent evaluation that CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall render a final decision.

d) Protest After Award/Post Award Protest

Protests after an award (Post Award Protest) must be submitted in writing to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION and must be received no later than seven (7) business days after the award has been made.

In instances where the award has been made, the contractor shall be furnished with the notice of protest and the basis thereof. If the contractor has not executed the contract as of the date the protest is received by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION, the execution of the contract will not be made prior to seven (7) business days after resolution of the protest unless CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION determines that:

- i. The items to be purchased are urgently required; or
- ii. Delivery or performance will be unduly delayed by failure to make award promptly; or
- iii. Failure to make award will otherwise cause undue hardship to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION .

As far as practicable, protest decisions will be made by the CFO, the project manager, and others as CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate. So far as practicable, the decision on the protest will be based upon a written appeal, information and written response submitted by the protesting party and other bidders. If any party fails to timely respond to a request for information, it may be determined by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION that such party does not desire to participate in proceedings, does not contest the matter, or does not desire to submit a response and in such case, the protest will proceed and will not be delayed due to a lack of a response. Upon receipt and review of written submissions and any independent evaluation that CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION deems appropriate, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall render a final decision.

e) Decision

Any decision pertaining to a protest is final.

## Section 4 – Selection Process

- 1) Method of Procurement: Request for Proposals
  - a) The contract will be awarded to the Bidder, whose proposal is responsive and meets the stated requirements.
  - b) The award recommendations by the selection committee may require approval by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.
  - c) The selected Bidder will be notified after approval.
  - d) All Proposers will be advised in writing of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION’s final decision.
  - e) No proposals shall be returned, unless received after the bid opening date/time.

- 2) Method of Selection: Request for Proposals  
CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right to cancel or discontinue the proposal process and reject all proposals if it determines that there is no longer a requirement for the item(s), the funding is no longer available, or it is otherwise in CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION’s best interest to cancel the proposal.

An “Evaluation Committee” will evaluate the proposals and recommend the apparent successful Respondent to the CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

- 3) Evaluation Criteria  
CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION has established the following evaluation criteria for procurement:  
Award to the Respondent, whose proposal is best responsive to the specifications set forth herein, has the resources to meet the described timelines, and has the best product at the best (lowest) price. Evaluation scoring will be as follows:

Pricing	75%
<u>Ability to meet installation timeline</u>	<u>25%</u>
Total	100%

- 4) Section 5 – Rejection of Proposals  
Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION and the firm selected. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION reserves the right without prejudice to accept or reject any or all proposals, and to select the proposal considered most advantageous to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

## Section 5 – Specific Contractual Terms and Conditions

### 1) Contract

A Contract shall be issued referencing this solicitation. The contract shall define and authorize the work by the Contractor based on the negotiated fees agreed to by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION. The Contract(s) issued by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may reflect agreed to a modification of Contract terms, funding, or other matters subject to subsection Contract Changes.

### 2) Contract Documents and Precedence

The documents constituting the Contract between CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION, and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, the following order of precedence shall be applied:

- a) Any required federal, state, or local regulations that CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may not alter.
- b) Contract amendments.
- c) Results of negotiations documented in a mutually acknowledged writing signed by party representatives having authority to bind the respective party.
- d) Solicitation and all issued addenda and approved equals.
- e) Any optional federal regulations elected by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION as expressly set forth herein.
- f) Clarifications of and amendments to Contractor's proposal as accepted by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.
- g) Contractor's proposal and Attachments, and all clarifications and amendments issued before contract award (except where in conflict with any of the preceding points).

### 3) Payment Procedures

Payment Schedule/Prompt Payment to Subcontractors

CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will make payments for the duration of this contract. Payment schedule to be set upon acceptance of a proposal. The contract will include the payment schedule. It is required by 49 CFR 26.29 that prompt payments are needed for the prime contractor to the subcontractors for satisfactory performance of the contracts no later than 30 days from receipts of each payment that CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION makes to the prime contractor; this also includes any retainage.



b) Maximum Payment

The prices submitted in the proposal shall include all items of labor, materials, tools, equipment, installation, and other costs necessary to fully complete the manufacture and delivery of the equipment according to these specifications. Pricing must be submitted on the pricing proposal sheet included herein.

c) Invoicing

- i. Vendors must invoice within thirty (30) days of completion of work or as long as the project or service is ongoing.
- ii. Payment terms are net 45 days.
- iii. Invoices are not to be sent to the City of New London. Invoices should be directed to the City of New London and New London Board of Education Business Office located at 134 Williams Street, New London, CT 06320.
- iv. Retainage will be held at 5%.
- v. Liquidated damages will be assessed at a rate of \$1,000/day.

4) Advance Payments Prohibited

No advance payment shall be made for the work furnished by the Contractor according to this contract; only progress payments will be made.

5) Shipping Costs

All prices shall include freight FOB to the designated delivery point. CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall reject requests for additional compensation for freight charges.

6) Warranty Provisions

In addition to manufacturer warranties on the individual parts/equipment, the selected Contractor shall provide a one year warranty on installation/labor.

Warranty: Contractor will exercise diligence, competence, skill, and good judgment throughout the design process, supervision process if applicable, and contract preparation, including representing the work in sufficient detail on the plans and describing it with enough detail in the specifications. The contractor is responsible for ensuring that the design is assembled and integrated into the contract documents complies with fire, safety, and all other applicable building codes. The contractor is ultimately responsible for the facility and its systems' ability to function and perform in the manner and to the extent intended. Any work or materials that may have been unintentionally omitted in the design or description of the work but necessary for the proper completion of the contract shall be furnished at its cost by

the Contractor as if it had been specified in the plans and specifications.

- a) Warranty Applicable to Third Party Suppliers, Vendors, Distributors, and Subcontractors: Contractor/Proposer shall review the warranty requirements of products, equipment, materials, and services provided under this contract and under the plans and specifications which are prepared for CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's construction work as are required of suppliers, vendors, general contractors and subcontractors to observe general compliance with the plans and specifications and avoid inconsistency. The contractor/Proposer shall cooperate with CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION in facilitating warranty-related work by suppliers, vendors, distributors, general contractors, and subcontractors.

#### 7) Warranties

Contractor warrants that the services shall in all material respects conform to the requirements of this Contract. The contractor warrants that qualified professional personnel with in-depth knowledge shall perform the services in a timely and professional manner. The services shall conform to the standards generally observed in the industry for similar services. Contractor warrants that the services shall comply with all applicable laws, rules, and regulations.

#### 8) Warranty Remedies

Suppose at any time before Final Acceptance of any work covered by this Contract, Contractor or CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION discovers one or more material defects or errors in the work of any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein. In that case, the Contractor shall at its own expense and within thirty (30) days of notification of the defect by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION, correct the defect, error, or nonconformity.

Notice Required – CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall give written notice of any defect to the Contractor. If the Contractor has not corrected the defect within thirty (30) days after receiving the written notice, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION, in its sole discretion, may correct the defect itself. In the case of an emergency where CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION believes delay could cause serious injury, loss, or damage, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may waive the written notice and correct the defect. In either case, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall charge back the cost for such warranty repair to the Contractor.

The contractor is responsible for all repair or replacement costs to restore the work to the applicable Contract requirements or scope of work, including shipping

charges, for work found defective before Final Acceptance, regardless of who corrects the defect.

9) Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that this Contract shall create an independent contractor relationship. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The contractor shall not make any claim or right, privilege or benefit, which would accrue to an employee.

10) Non-Disclosure of Data

Data provided by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION either before or after the Contract award shall only be used for its intended purpose. Proposers, vendors, contractors, and subcontractors shall not utilize or distribute the CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION data in any form without the prior express written approval of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

11) Non-Disclosure of Obligation

While providing the work required under this Contract, the Contractor might encounter licensed technology, software, documentation, drawings, schematics, manuals, data, or other materials marked "Confidential," "Proprietary," or "Business Secret." The Contractor shall, with regard to such information and material received or used in the performance of this Contract, employ practices no less than those used for the protection of the Contractor's confidential information.

The Contract imposes no obligation upon the Contractor concerning confidential information which the Contractor can establish that: a) was in possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality before receipt from CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's or the third party's confidential information. The Contractor may disclose confidential information if required by law, provided that the Contractor notifies CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION that the third party of such requirement before disclosure.

12) Public Disclosure Request

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, will be available for inspection and copying by the public.

Suppose a Contractor considers any portion of any documents which may be delivered to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION pursuant to this Contract to be protected under the law. In that case, the Contractor shall identify each such item with words such as "Confidential," "Proprietary," or "Business Secret." Suppose a request is made for disclosure of any such document. In that case, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will determine whether the document should be made available under the law. Suppose CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION determines the document or parts thereof to be exempt from public disclosure. In that case, CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION will not release the exempted document.

### 13) Ownership of Data

Subject to the rights granted Contractor according to this Agreement, all right, title, and interest in and to the data, plans, schematics, or other documents collected and developed during the performance of this contract shall at all times remain the sole and exclusive property of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION. The Contractor shall surrender all such data to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION before submitting an invoice for final payment. The Contractor shall not claim any copyright or other restriction on or infringement of this transfer of intellectual property rights and shall deliver all such documents in hard copy and electronic format specified by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION.

### 14) Patents and Royalties

The Contractor is responsible for paying all license fees, royalties, or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract. Before final payment is made on this Contract, the Contractor shall, if requested by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION, furnish acceptable proof of a proper release from all such fees or claims.

### 15) Publicity

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work hereunder which the Bidder or any of its subcontractor's desires to make for purposes of publication in whole or in part shall be subject to the approval of the Executive Director/CEO of CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION before release.

Bidder's failure to observe this provision CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall have the right to terminate the contract without obligation to accept deliveries after the date of termination or to make further payment except for completed articles delivered before termination.

#### 16) Changed Requirements

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed conditions that apply to this Contract and require subcontractors to comply with revised requirements. Changed requirements will be implemented through subsection 6-4, Contract Changes/Change Order Procedure.

#### 17) Delivery Points

This contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION's main facility using the Receiving Department to deliver goods.

**The following information is included for informational purposes only because this contract is funded in part with federal funds:**

#### **ADA Access (Contracts for Rolling Stock or Facilities construction/renovation)**

The CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The CONTRACTOR also agrees to comply with all applicable provisions of section 04 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the CONTRACTOR agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent City of New London and New London Board of Education approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer

Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

**Davis-Bacon Act, And Copeland Anti-Kickback Act, Construction over \$2000**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and

wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages

required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. (3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014- 1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal



Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training

Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. (5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. (6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. (7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12. (8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract. (9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### **Lobbying Restrictions**

The Recipient agrees that neither it nor any Third-Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

- (1) Laws, Regulations, Requirements, and Guidance. This includes:
  - (A) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
  - (B) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
  - (C) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
- (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

### **Clean Air and Water**

Clean Air Act [Sec 16, (d), 7] (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Contract Work Hours and Safety Standards Act**

Awards Not Involving Construction. [Sec 24, (b)] The Recipient agrees to comply and assures that each Third-Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for non- construction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

#### **Preference for United States Products and Services**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

- (1) Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), “Buy America Requirements,” 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- (2) Cargo Preference—Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.- Flag Vessels,” 46 C.F.R. part 381, and Fly America.
- (3) The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.

## Section 6 – Proposal Required Forms

ALL of the following forms are to be signed and returned. Failure to do so may result in a non-compliant bid. If something does not apply, mark n/a.

### Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT TWO PAGES)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within three years preceding this application been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within three years preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant cannot certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

---

Company Name (Print)

---

Name and Title of Authorized Representative (type or print)

---

Signature of Authorized Representative

---

(Date)

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination to enter into this transaction. However, the failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may but is not required to check the No Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishing a system of records to render in good faith the certification required by this clause. The knowledge and information of a

participant are not required to exceed that which a prudent person normally possesses in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Bid Form**  
**2025-01 New London Board of Education Boiler Replacement**

**Proposal:**

Please make sure that you have accounted for all necessary labor, equipment, permits, fees, etc.

TOTAL PROPOSAL PRICE:

\$ \_\_\_\_\_

### Certificate of Compliance with Buy America Requirements

**(Only applicable to this procurement if steel manufactured products meet or exceed \$100,000)** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provides that Federal funds may not be obligated unless all steel, iron, and manufactured products used in City of New London and New London Board of Education funded projects are produced in the United States, unless a waiver has been granted by City of New London and New London Board of Education or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. § 661.11.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron, or manufactured products, use the certifications below.

#### Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. part 661.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative (Title)

\_\_\_\_\_  
Authorized Representative Signature (Date)

#### Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j) (2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative (Title)

\_\_\_\_\_  
Authorized Representative Signature (Date)



Specification Compliance Certificate

The Proposer hereby certifies that the equipment or goods supplied will comply with all specifications, the special requirements, attachment forms, amendments, or items approved by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION on the specification request and approval form. Equipment and goods delivered to CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION which does not comply with the aforementioned specifications will be considered unacceptable and grounds for liquidated damages assessment or performance bond evocation and/or contract termination for default.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative (type or print) (Title)

\_\_\_\_\_  
Authorized Representative Signature (Date)

### Addendum Acknowledgement

This acknowledgment form serves to confirm that the Respondent has reviewed, complied, and/or accepted all Addendum(s) / Amendment(s).

Please list all Addendum(s) / Amendment(s) below.

Addendum#


\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Representative (type or print) (Title)

\_\_\_\_\_  
Authorized Representative Signature (Date)

DBE Affidavit

The DBE goal ideally will be 10%. It is not mandatory, but a good-faith effort must be made to employ DBE's when possible.

**This page is to be completed only by disadvantaged business enterprise contractors.**

DBE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I hereby declare and affirm, that I am the \_\_\_\_\_

(Title)

and authorized representative of \_\_\_\_\_

(Name of Firm)

whose address is \_\_\_\_\_.

I hereby declare and affirm that I am a Disadvantaged Business Enterprise and that I will provide information requested by CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION to document this fact.

I do solemnly declare and affirm, under the penalties of perjury, that the contents of the aforementioned document are true and correct and that I am authorized, on behalf of the above firm, to execute this affidavit.

\_\_\_\_\_

(Signature of Affiant)

\_\_\_\_\_

(Printed name of above)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the above-named officer appeared, known to be \_\_\_\_\_ and the person described in the foregoing Affidavit and that he/she did execute the same in the capacity therein stated and for the purpose stated. IN WITNESS THEREOF, I hereunto set my hand and official seal,

\_\_\_\_\_

(Notary Public)

\_\_\_\_\_

My Commission Expires

(seal)

The following must be executed by the DBE who is being used as a subcontractor:

Letter of Intent to Perform as a Subcontractor To: \_\_\_\_\_

(Name of Proposer)

The undersigned intends to perform work in connection with the DBE Uspecifications as:

\_\_\_\_ Individual      \_\_\_\_ corporation      \_\_\_\_ partnership      \_\_\_\_ joint venture

The disadvantaged status of the undersigned is confirmed on the attached Affidavit of Disadvantaged Business Enterprise. The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_ at the following cost(s) \_\_\_\_\_

The following commencement and completion date is projected.

PROJECTED WORK ITEM(S) \_\_\_\_\_

PROJECTED COMMENCEMENT DATE \_\_\_\_\_

PROJECTED COMPLETION DATE \_\_\_\_\_

\_\_\_\_\_% Of the dollar value of the subcontract will be sublet and/or awarded to the non-disadvantaged Contractors and/or non-disadvantaged suppliers. The undersigned will enter into a formal agreement for the work with you conditioned upon the execution of a contract with CITY OF NEW LONDON AND NEW LONDON BOARD OF EDUCATION. No agreement has been entered into between the above-named bidder and the DBE subcontractor wherein the below-named bidder DBE subcontractor has promised not to provide subcontracting quotations to other bidders and proposers.

DBE Business: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Officer for DBE Firm \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

**Certification of Contractor Regarding Unavailability of a Disadvantaged Business Enterprise**

Details on this topic are covered on the next page "Grant Relief for Bidders".

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

**NOTE:** The bidder must prepare one of these forms for each DBE contract made where the DBE was found not to be ready, willing, or able to perform the work solicited. If the bidder was unable to obtain the DBE signature, the form must be completed to the best of the bidder's ability, indicating the reason for the absence of the DBE signature.

I, \_\_\_\_\_ (Prime of General Contractor) (Print)

\_\_\_\_\_ (Title)

Of \_\_\_\_\_ certify that on (Date) \_\_\_\_\_

(Name of Firm) (Print)

I contacted the following DBE Contractor to obtain a bid for work items to be performed on the above-captioned contract.

FORM OF BID SOUGHT, I.E., DBE CONTRACTOR WORK ITEMS SOUGHT, UNIT PRICE, MATERIALS, LABOR, LABOR ONLY, ETC.

\_\_\_\_\_  
To the best of my knowledge and belief, said DBE Contractor was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project or unable to prepare a bid, for the following reason(s):

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid

on the above-identified work on \_\_\_\_\_ by \_\_\_\_\_

(Date)

(Source)

The statement asserted above by the company, which contacted me, is a true and accurate account of why I did not submit a bid on the project.

SIGNATURE OF DBE: \_\_\_\_\_ DATE: \_\_\_\_\_

## SCHEDULE D-1 Grant Relief for Bidders - Instructions

Suppose a bidder finds it impossible to meet the DBE goal of this contract fully. In that case, the bidder must include Schedule D Certification of Contractor Regarding Unavailability of DBE, accompanied by documentation showing that all reasonable good faith efforts were made toward fulfilling the goal. The request and description of good faith efforts are required in affidavit format. Suggested reasonable efforts should include, but are not limited to:

- (1) Attendance at the pre-bid conference if scheduled.
- (2) The Contractor's general affirmative action policies regarding the utilization of DBE's.
- (3) The advertisement in trade association newsletters and DBE-oriented and general circulation media for specific sub-bids that would be at least equal to the percentage contract goal for DBE Utilization.
- (4) Notification of DBE Contractor Assistance agencies in writing before a bid is due.
- (5) Direction negotiation with DBE for specific sub-bids; the action taken must be reported in such a fashion as to include all the following items:
  - (a) A detailed statement of the efforts to negotiate with DBEs who were contacted; a description of the information provided to DBEs regarding the plans and specifications for the portions of the work to be performed; a detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the stated goal, were not reached.
  - (b) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs to increase the likelihood of achieving the stated goal.
  - (c) As to each DBE contacted but the bidder considers to be not qualified, a detailed statement of the reason(s) for the bidder's conclusion.
  - (d) As to each DBE contacted which the bidder considers being unavailable, an Unavailability Certificate (Schedule D) signed by the DBE; or a statement from the bidder that the DBE refused to give such written certification after reasonable request and a statement from the bidder of the reasons for the bidder's conclusion.
- (6) Efforts made by the Contractor to expand its search for DBEs beyond usual geographical boundaries to a reasonable area.
- (7) If the Contractor is a distributor or manufacturer where it can be shown that the opportunity for DBE participation does not exist in work under this contract, efforts must include exhaustive research into the DBEs potential in the roles of sub-supplier, transport, engineering, distribution, or any other roles contributing to the production and delivery as specified in the contract.

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder \_\_\_\_\_
2. Bidder's Tax Identification No. \_\_\_\_\_
3. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_
4. When organized \_\_\_\_\_
5. If corporation, where incorporated \_\_\_\_\_
6. Number of years have you been engaged in the contracting business under your present firm or trade name \_\_\_\_\_
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) \_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) \_\_\_\_\_  
\_\_\_\_\_
12. List your major equipment available for this Contract \_\_\_\_\_  
\_\_\_\_\_
13. List your experience in work similar to this project \_\_\_\_\_  
\_\_\_\_\_

14. List the background and experience of the principal members of your organization, including officers \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

\_\_\_\_\_

16. Credit available \$ \_\_\_\_\_

17. Give Bank reference \_\_\_\_\_

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? \_\_\_\_\_

\_\_\_\_\_

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated \_\_\_\_\_ (Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes and says that (s)he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_



NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn,  
deposes and say that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

**AFFIRMATIVE ACTION POLICY STATEMENT**  
**(must be submitted on your firm's letterhead)**

It has always been the policy and will continue to be the strong commitment of \_\_\_\_\_ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. \_\_\_\_\_ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. \_\_\_\_\_, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities ( 46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

\_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes ( ) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

“Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Official Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

as Principal, and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety are held and firmly  
bound unto the **City of New London, 181 State Street, New London, CT 06320**, hereinafter called the "Owner" in the  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum  
well and truly to be made, the said Principal and Surety, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated \_\_\_\_\_ to

NOW THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Owner in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

Attorney-in-Fact, State of \_\_\_\_\_, Power-of-Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
\_\_\_\_\_, of the Corporation named as Principal in the within bond; that \_\_\_\_\_  
\_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_  
\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and  
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing  
body.

Affix  
Corporate  
Seal

Title \_\_\_\_\_

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal  
(hereinafter called Principal) and \_\_\_\_\_  
as Surety, (hereinafter called Surety) are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee (hereinafter called Owner), for the use and  
benefit of claimants as hereinbelow defined;  
in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with the  
owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials  
furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract,  
whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall  
be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the  
giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any  
way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or  
assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby  
waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the  
prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of  
the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly  
due.



IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_ By

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_ By

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price" , as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

Title \_\_\_\_\_



City of New London  
 Finance Department  
 13 Masonic Street,  
 New London, CT 06320  
 www.newlondonct.org

# Vendor Registration Form

*Please type or print your responses to the applicable items below. Your responses will assist in assuring that checks for payment are correctly issued.*  
 Return form and a completed W-9 to [jmontague@newlondonct.org](mailto:jmontague@newlondonct.org) or address listed to left.

<b>1. Company Name</b> <i>Invoices <b>must</b> be submitted using the name in 1b</i>	<b>a. Corporate Name:</b>	<b>b. Issue Checks to:</b> <i>(pay to the order of)</i>
<b>2. Mailing Address</b> <i>Purchase Orders will be sent to this address</i>	Street / P.O. Box <span style="float: right;">Email</span>	
<b>3. Contact Person</b> <i>Contact for quotes, etc.</i>	Contact Person <span style="float: right;">Title</span>	
<b>4. Contact Information</b> <i>Internet &amp; Telephone</i>	Telephone # <span style="margin-left: 20px;">Fax</span> <span style="float: right;">Toll Free <span style="margin-left: 20px;">Cell Phone</span></span>	
<b>5. Payment Address</b> <i>Where to send payments see section 1b above</i>	EMail Address <span style="float: right;">Website Home Page</span>	
<b>6. Corporate Headquarters</b> <i>If different from above</i>	Street Address	
<i>address, see section 1a above</i>	City <span style="margin-left: 20px;">State</span> <span style="float: right;">Zip + 4</span>	
<b>7. IRS required information:</b> <i>Only one is required</i>	Federal Employer Identification Number <span style="float: right;">Social Security Number</span>	
<b>8. Type of Business:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership	
<b>9. State of CT Approved Vendor</b>	If your company is on the current State of Connecticut contract list please enter your contract number:	
<b>10. Does your company accept purchase orders to provide goods and/or services?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N	
<b>11. Is your company able to provide the goods and/or services prior to receiving check payment?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N	
<b>12. Is your company a sole source provider? (If yes, please attach sole source provider letter.)</b>	<input type="checkbox"/> Y <input type="checkbox"/> N	
<b>13. Check which all that apply (if applicable):</b> <input type="checkbox"/> Locally-owned Business <input type="checkbox"/> Sustainable / Eco-friendly <input type="checkbox"/> Minority-owned <input type="checkbox"/> Women-owned <input type="checkbox"/> Alternative Corp. Structure		
<b>14. Please provide a brief description of goods/services provided:</b>	_____ _____ _____	
I agree that I will not provide goods and/or services prior to the receipt of a Purchase Order provided by the City of New London. Please note: orders and/or purchases without a valid Purchase Order are not authorized by the City of New London therefore, invoices for such orders/purchases may not be paid.		
Agreed By: _____ Printed Name _____ Signature _____ Title _____		

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number																																									
<table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>-</td><td> </td><td> </td><td> </td></tr> <tr><td>-</td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>					-				-												<table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td>-</td><td> </td><td> </td><td> </td></tr> <tr><td>-</td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>					-				-											
-																																									
-																																									
-																																									
-																																									
or																																									
Employer identification number																																									
<table border="1"> <tr><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></tr> <tr><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></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>									-								-																								
-																																									
-																																									

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# PRODUCT DATA

## Smith Steam Boilers [28A Series]

### Pressurized Wet Base Boiler/Burner Unit



Designed to provide the highest efficiencies possible with forced draft firing. This new product line of Smith cast iron boilers is available in fifteen basic sizes, with gross output ratings from 931 to 4,622 MBH. Series 28HE boilers may be used in steam systems, and may be fired with light oil, gas or gas/light oil.

#### STANDARD FEATURES

- Cast iron wet base sections tested for 80 psi working pressure, 15 psi steam working pressure
- Insulated metal jacket
- Burner mounting plate with insulation block
- Front and rear flame observation ports
- Steel angle floor rails
- Ceramic fiber rope seal between sections
- Graphite port connectors
- Flue brush
- Manual reset hi-limit
- Operating control

#### ADDITIONAL FEATURES FOR STEAM BOILERS

- A.S.M.E. side outlet safety valve, 15 psi
- Gauge glass with cocks and guards

I B R Ratings, Burner Capacities										
Designed and tested to the A.S.M.E. boiler and pressure vessel code, section IV for maximum allowable working pressure, steam 15 PSIG, water 80 PSIG.										
Boiler Number (Note 1)	Boiler Horsepower	I=B=R Gross Output (MBH)	Net I=B=R Ratings (Note 2)				Heating Surface (Sq. Ft.)	Furnace Volume (Cu. Ft.)	Water Contents (Gals.)	Working Weight (Lbs.)
			Steam		I=B=R Burner Capacity					
			Sq. Ft.	MBH	Oil GPH (Note 3)	Gas MBH (Note 4)			Steam	
†28A-S-4	27	900	2813	675	8.0	1154	81.2	12.04	102.8	4,215
†28A-S-5	35	1166	3646	875	10.4	1491	105.3	16.14	125.8	5,038
†28A-S-6	43	1433	4538	1089	12.6	1827	129.4	20.24	147.8	5,861
†28A-S-7	51	1699	5458	1310	15.0	2163	153.5	24.34	169.8	6,684
†28A-S-8	59	1965	6358	1526	17.4	2499	177.6	28.44	191.8	7,507
†28A-S-9	67	2232	7221	1733	19.6	2836	201.7	32.54	213.8	8,331
†28A-S-10	75	2498	8079	1939	22.0	3172	225.8	36.64	235.8	9,169
†28A-S-11	83	2764	8942	2146	24.5	3508	249.9	40.74	257.8	9,992
†28A-S-12	91	3031	9804	2353	26.5	3844	274.0	44.84	279.8	10,815
†28A-S-13	98	3297	10667	2560	29.0	4180	289.1	48.94	301.8	11,649
†28A-S-14	106	3563	11525	2766	31.5	4517	322.2	53.04	323.8	12,467
†28A-S-15	114	3830	12392	2974	33.5	4853	346.3	57.14	345.8	13,511
†28A-S-16	122	4096	13250	3180	36.0	5189	370.4	61.24	367.8	14,375
†28A-S-17	130	4362	14113	3387	38.5	5525	394.5	65.34	398.8	15,239
†28A-S-18	138	4629	14975	3594	40.5	5862	418.6	69.44	411.8	16,103

(Note 1) Important Ordering information

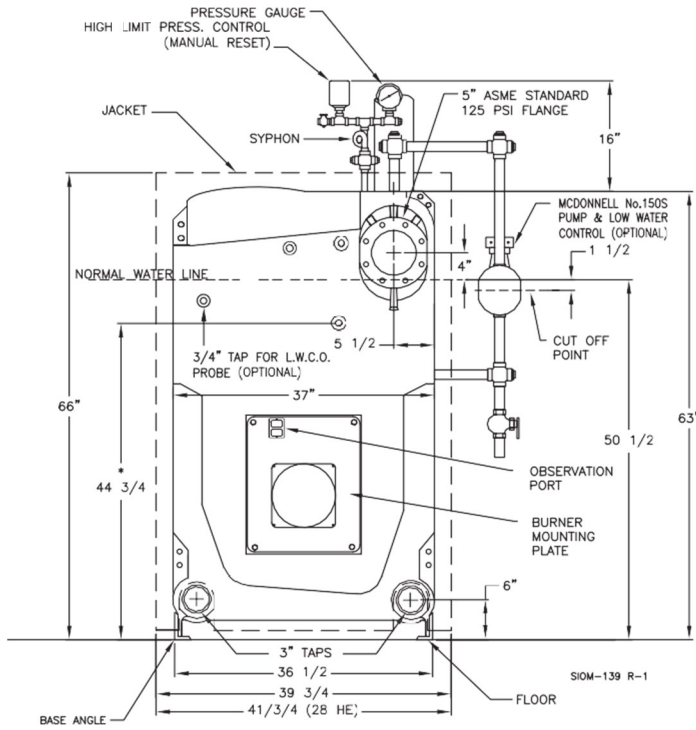
(†) Add Prefix for type of fuel to be burned. "LO" for light oil, "G" for Gas or "GO" for gas/oil. Example: LO-28A-S-6 is the model no. for a six section steam boiler firing light oil.

(Note 2) Net I=B=R Ratings for steam boilers are based on piping and pick-up factor as follows:  
4 and 5 section = 1.333  
6 section = 1.305  
8 section and larger = 1.288

(Note 3) Light oil having a heat content of 140,000 BTU/Gal.

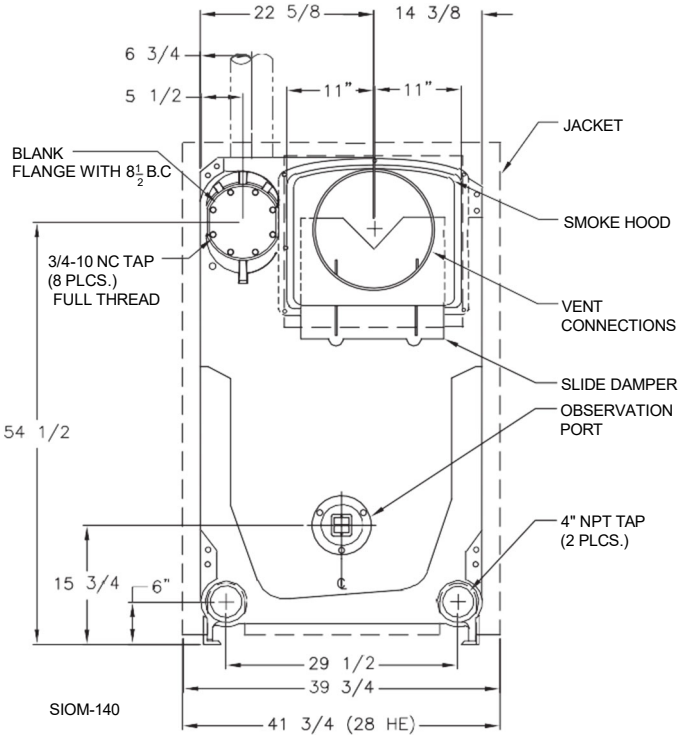
(Note 4) Gas having a heat content of 1,000 BTU/Cu. Ft., 0.60 specific gravity

# 28A Series

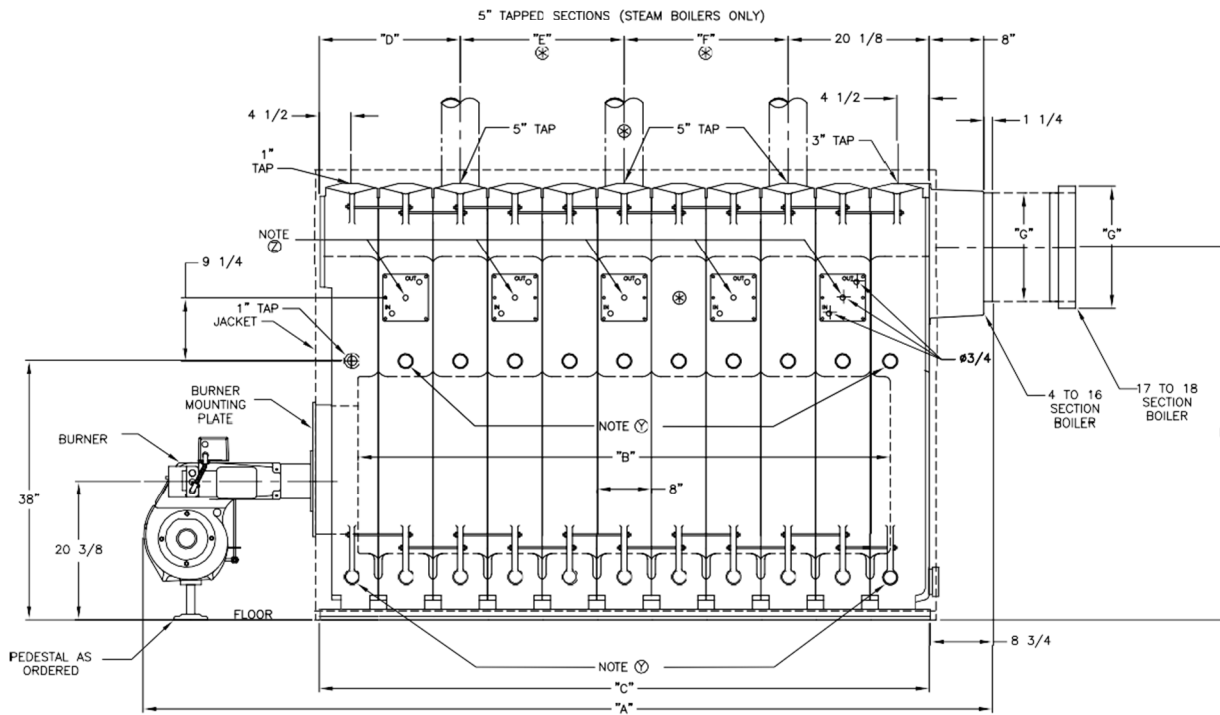


\* LOWEST PERMISSIBLE WATER LINE

FRONT VIEW (Steam Boiler)



REAR VIEW



⊗ When 5th heater is required-relocate steam uptake and dimensions "E" = 32 in. and "F" = 16 in.

SIDE VIEW

(Note Y) 1-1/2" inspection tapplings when ordered.

(Note Z) Tankless heater sections when ordered. Allow 36" clear space for heater withdrawal.

## Dimensions (inches)

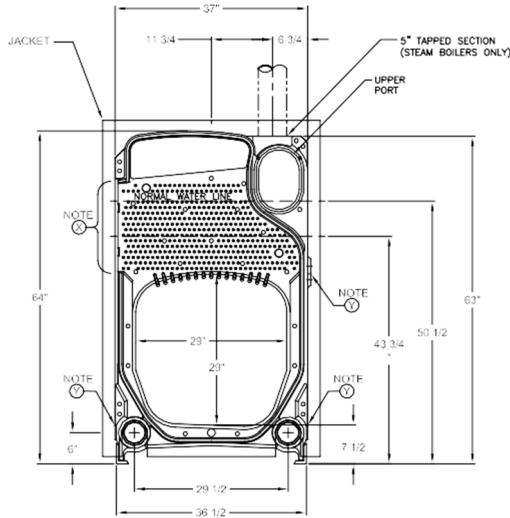
Boiler Number (Note 1)	Overall Length — "A"				Opt. Packaged Base Dimensions				Furnace Length "B"	Boiler Length "C"	Steam Uptake Locations (Note 9)			Draft Loss Ins. W.C.	Firebox Press Ins. W.C.††	Dia. Vent Conn. "G"	(Note 7) Height Vent Conn. "H"
	(Note 8)				Carlín & Beckett		Power Flame and Webster				"D"	"E"	"F"				
	Carlín	Beckett	Power Flame	Webster	"J"	"K"	"J"	"K"									
†28A-S-4	62¼	64	71½	66%	54¼	83¼	54¼	91¼	23½	33	12½	—	—	.24	.34	10	57%
†28A-S-5	70¼	72	83½	74%	62¼	91¼	62¼	104¼	31½	41	20½	—	—	.25	.35	10	57%
†28A-S-6	80%	80¼	91%	82%	70%	99%	70%	112%	39%	49	12½	16	—	.26	.36	10	57%
†28A-S-7	88%	88%	99%	90%	78%	107%	78%	120%	47½	57	12½	24	—	.27	.37	12	56%
†28A-S-8	96%	96¼	107%	98%	86½	115¼	86½	128½	55½	65	12½	32	—	.28	.38	12	56%
†28A-S-9	108%	104¼	115%	110%	96½	123¼	94½	136½	63%	73	12½	40	—	.29	.39	14	55%
†28A-S-10	116%	116%	128	118%	102%	135¼	102%	144%	71½	81	20½	40	—	.30	.40	14	55%
†28A-S-11	125%	124%	137%	126%	110%	143¼	110%	157%	79%	89	20½	24	24	.31	.41	14	55%
†28A-S-12	133%	132½	145%	134%	118%	151¼	118%	165%	87%	97	20½	24	32	.33	.43	14	55%
†28A-S-13	141%	—	153%	142%	126¼	159¼	126¼	173¼	95%	105	20½	32	32	.34	.44	14	55%
†28A-S-14	149%	—	161%	150%	134%	167%	134%	181%	103%	113	20½	32	40	.35	.45	16	54%
†28A-S-15	—	—	169%	158%	—	—	142%	189%	111½	121	20½	40	40	.36	.46	16	54%
†28A-S-16	—	—	177%	166%	—	—	150%	198	119%	129	20½	48	40	.37	.47	16	54%
†28A-S-17	—	—	191%	183%	—	—	159	206	127%	137	20½	48	48	.38	.48	18	54%
†28A-S-18	—	—	199%	191%	—	—	167%	214¼	135%	145	20½	56	48	.39	.49	18	54%

(Note 7) When unit is assembled or packaged, add 6" to heights for 4-14 sect., 8" to heights for 15-18 sect.

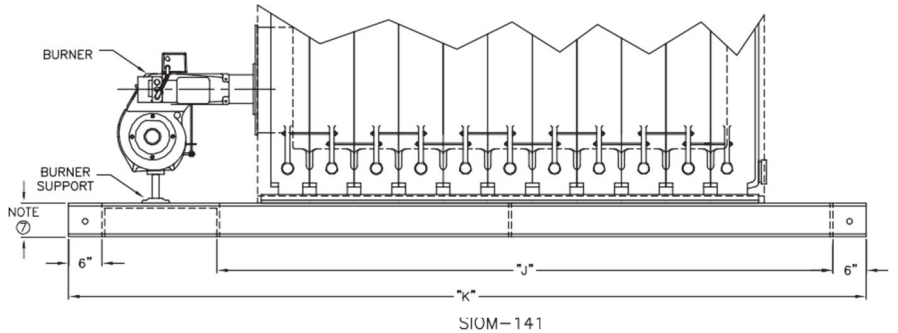
(Note 8) Add 2-3/4" to sect. 17 and 18 for smoke hood adaptor.

(††) Based on 0.10 ins. W.C. pressure at boiler outlet. If vent sizing results in a back pressure greater than 0.10 ins. W.C., consult Smith.

(Note 9) These measurements are approximate. The Smith representative should be consulted before selecting boilers for installation having unusual piping and pick-up requirements, such as intermittent system operation, extensive piping systems, etc. The boiler ratings have been determined under previous governing forced draft units.



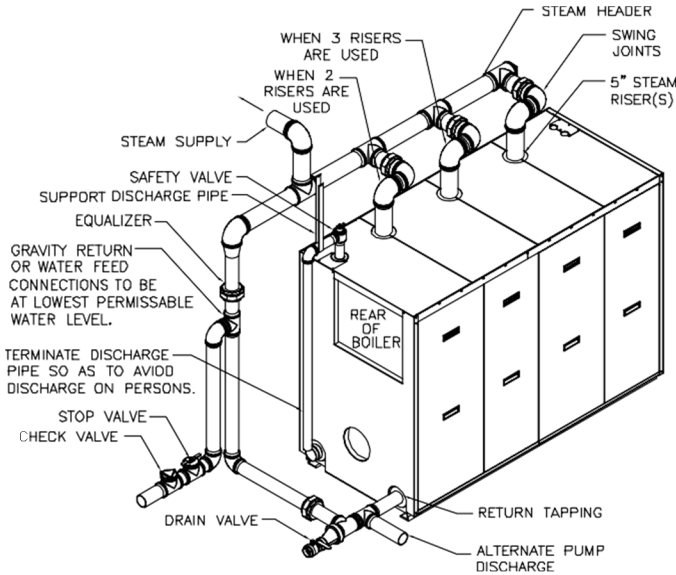
INTERMEDIATE VIEW



TYPICAL ASSEMBLY – SIDE VIEW

(Note X) Flue cleanout opening. Allow 36" clear work space for using flue brush.

### Recommended Steam Piping Diagram



Boiler Section	No. of		
	5" Risers	Header	Equalizer
28A-S-4 & 5	1	5"	2-1/2"
28A-S-6 & 7	2	5"	2-1/2"
28A-S-8 thru 10	2	6"	4"
28A-S-11 thru 18	3	8"	4"

### Burner Specifications

Boiler Number	Burners - Light Oil						Burners - Gas		Burners - Gas/Oil	
	Carlin (Note 5)		Beckett (Note 5)		Power Flame (Note 6)		Power Flame (Note 6)		Power Flame (Note 6)	
	Model No.	H.P.	Model No.	H.P.	Model No.	H.P.	Model No.	H.P.	Model No.	H.P.
†28A-S-4	702CRD	1/2	CF1400	1/2	C1-0	1/2	J30A-12	1/2	C1-G0-12	1/2
†28A-S-5	702CRD	1/2	CF1400	1/2	C1-0	1/2	J50A-15	1/2	C1-G0-12	1/2
†28A-S-6	801CRD	3/4	CF2300	3/4	C2-0A	3/4	J50A-15	1/2	C2-G0-15	1
†28A-S-7	801CRD	3/4	CF2300	3/4	C2-0A	3/4	J50A-15	1/2	C2-G0-15	1
†28A-S-8	801CRD	3/4	CF2300	3/4	C2-0B	1	C2-G-20A	3/4	C2-G0-20A	1
†28A-S-9	1050FFD	1	CF2300	3/4	C2-0B	1 1/2	C2-G-20B	1	C2-G0-20B	1 1/2
†28A-S-10	1050FFD	1	CF2500	2	C2-0B	1 1/2	C2-G-20B	1	C2-G0-20B	1 1/2
†28A-S-11	1150FFD	1 1/2	CF2500	2	C3-0	2	C3-G-20	1 1/2	C3-G0-20	2
†28A-S-12	1150FFD	1 1/2	CF3500A	2	C3-0	2	C3-G-25	1 1/2	C3-G0-25	2
†28A-S-13	1150FFD	1 1/2	CF3500A	2	C3-0	2	C3-G-25	1 1/2	C3-G0-25	2
†28A-S-14	1150FFD	1 1/2	—	—	C3-0	2	C3-G-25	1 1/2	C3-G0-25	2
†28A-S-15	—	—	—	—	C3-0B	3	C3-G-25B	3	C3-G0-25B	3
†28A-S-16	—	—	—	—	C3-0B	3	C3-G-25B	3	C3-G0-25B	3
†28A-S-17	—	—	—	—	C4-0A	5	C4-G-25	3	C4-G0-25	5
†28A-S-18	—	—	—	—	C4-0A	5	C4-G-25	3	C4-G0-25	5

(Note 5) Burner operation: Low-High-Low (4-14 sect.).

(Note 6) Burner operation: Low-High-Low, (4-9 sect.); Modulation (10-18 sect.).

# Power Flame

The Power to Manage Energy

APPENDIX A

2025-01- NLPB Boiler Replacement

The optional Varicam® has 14 adjustable set-points to maintain optimum fuel/air ratios from low to high fire settings.

## STANDARD EQUIPMENT

- Alpha System™ LED indicators (power, demand, main fuel, FSG alarm, customer selectable) & control switch
- Pressure regulators, pilot and main gas cocks
- Oil valve, nozzle assembly, manual fuel selector switch
- Air safety switch & leakage test cock
- Gas electric pilot and gas ignition transformer

## ADDED FEATURES

**X**-Standard **O**-Optional **NA**-Not Available

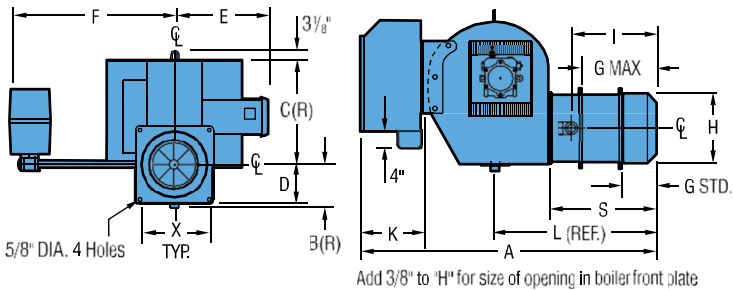
- Flame Safeguard with UV and prepurge with interrupted pilot
- On-Off diaphragm gas valve with fixed air control manual adjustment
- Low-Hi-Off motorized gas valve with automatic air control
- Low-Hi-Low motorized gas valve with automatic air control
- Modulation with automatic air control
- Integral 2 stage fuel unit (C1, C2 single stage)
- Remote mounted 2 stage fuel unit (single stage for C6-C8)
- Dual gas and dual oil safety valves
- High and Low gas pressure switches
- Direct spark ignition (oil)
- Low fire oil start with automatic air control
- Man/Auto switch - manual potentiometer - modulation only

C1-GO-10 C1-GO-12 C2-GO-15	C2-GO-20A	C2-GO-20B	C3-GO-20 C3-GO-25B	C4-GO-25	C4-GO-30 C5-GO-30(B) C6-GO-30	C7-GO-30 C8-GO-30
X	X	ⓧ	ⓧ	ⓧ	ⓧ	ⓧ
X	NA	NA	NA	NA	NA	NA
O	X	X	X	X	NA	NA
O	O	O	O	O	NA	NA
O	O	O	O	O	X	X
X	X	X	X	X	NA	NA
O	O	O	O	O	X	X
X	X	X	X	X	X	X
O	O	X	X	X	X	X
O	O	O	O	O	O	O
O	X	X	X	X	X	X
X	X	X	X	X	X	X

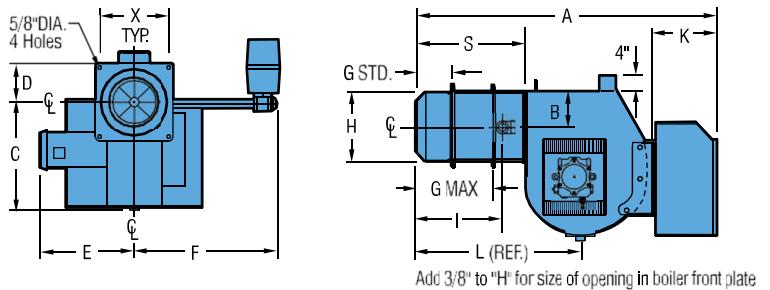
- ⓧ Postpurge standard on C2-GO-20B and all C3 to C8 models
- Conforms to UL 296 and UL 795

ⓧ 5,000 MBH and below may be replaced by one (1) proof of closure valve; above 5,000 MBH one (1) of the safety valves will include proof of closure feature.

## MODEL CR (For low centerline applications)



## MODEL C



## DIMENSIONS (Inches) Standard Models.

- \* This dimension may be increased. Consult factory.
- \*\* This dimension depicts space required to accommodate a standard gas train.

## RATINGS & SPECIFICATIONS

Burner Model	CAPACITY <sup>1</sup>																#2 Oil GPH Max.	Natural Gas/MBH Max.	Nominal Boiler H.P. Max.	Blower Motor H.P. (3450 RPM)	Std. Gas Train (In.)	Pressure Pump Suction Required (GPH)	Gas Pressure Required (In. W.C.) <sup>2</sup>
	A	B	B(R)	C	C(R)	D	E	F**	G Std.	G *Max.	H	I	K	L	S	X							
C1-GO-10	34 <sup>1</sup> / <sub>8</sub>	3 <sup>13</sup> / <sub>16</sub>	5 <sup>9</sup> / <sub>16</sub>	14 <sup>1</sup> / <sub>2</sub>	14 <sup>1</sup> / <sub>2</sub>	4 <sup>5</sup> / <sub>8</sub>	12 <sup>1</sup> / <sub>4</sub>	20	3 <sup>1</sup> / <sub>4</sub>	4 <sup>3</sup> / <sub>4</sub>	7 <sup>1</sup> / <sub>4</sub>	7 <sup>3</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>4</sub>	17 <sup>1</sup> / <sub>8</sub>	12 <sup>5</sup> / <sub>8</sub>	7 <sup>1</sup> / <sub>4</sub>	7.0	980	23.5	1/3	1	††19	5.6
C1-GO-12	34 <sup>1</sup> / <sub>8</sub>	3 <sup>13</sup> / <sub>16</sub>	5 <sup>9</sup> / <sub>16</sub>	14 <sup>1</sup> / <sub>2</sub>	14 <sup>1</sup> / <sub>2</sub>	4 <sup>5</sup> / <sub>8</sub>	12 <sup>1</sup> / <sub>4</sub>	20	3 <sup>1</sup> / <sub>4</sub>	4 <sup>3</sup> / <sub>4</sub>	7 <sup>1</sup> / <sub>4</sub>	7 <sup>3</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>4</sub>	17 <sup>1</sup> / <sub>8</sub>	12 <sup>5</sup> / <sub>8</sub>	7 <sup>1</sup> / <sub>4</sub>	9.7	1,360	32.3	1/2	1 <sup>1</sup> / <sub>4</sub>	††19	5.3
C2-GO-15	39 <sup>1</sup> / <sub>8</sub>	4 <sup>1</sup> / <sub>2</sub>	6 <sup>1</sup> / <sub>8</sub>	14 <sup>7</sup> / <sub>8</sub>	14	5 <sup>1</sup> / <sub>4</sub>	14	20	4	6 <sup>3</sup> / <sub>4</sub>	8 <sup>3</sup> / <sub>4</sub>	8 <sup>1</sup> / <sub>2</sub>	10 <sup>1</sup> / <sub>4</sub>	18 <sup>7</sup> / <sub>8</sub>	13 <sup>3</sup> / <sub>8</sub>	8 <sup>1</sup> / <sub>2</sub>	15.7	2,200	52.3	3/4	1 <sup>1</sup> / <sub>2</sub>	††70	5.2
C2-GO-20A	39 <sup>1</sup> / <sub>8</sub>	4 <sup>1</sup> / <sub>2</sub>	6 <sup>1</sup> / <sub>8</sub>	14 <sup>7</sup> / <sub>8</sub>	14	5 <sup>1</sup> / <sub>4</sub>	14	20	4	6 <sup>3</sup> / <sub>4</sub>	8 <sup>3</sup> / <sub>4</sub>	8 <sup>1</sup> / <sub>2</sub>	10 <sup>1</sup> / <sub>4</sub>	18 <sup>7</sup> / <sub>8</sub>	13 <sup>3</sup> / <sub>8</sub>	8 <sup>1</sup> / <sub>2</sub>	17.5	2,500	60.0	1	2	70	4.8
C2-GO-20B	39 <sup>1</sup> / <sub>8</sub>	4 <sup>1</sup> / <sub>2</sub>	6 <sup>1</sup> / <sub>8</sub>	14 <sup>7</sup> / <sub>8</sub>	14	5 <sup>1</sup> / <sub>4</sub>	14	20	4	6 <sup>3</sup> / <sub>4</sub>	8 <sup>3</sup> / <sub>4</sub>	8 <sup>1</sup> / <sub>2</sub>	10 <sup>1</sup> / <sub>4</sub>	18 <sup>7</sup> / <sub>8</sub>	13 <sup>3</sup> / <sub>8</sub>	8 <sup>1</sup> / <sub>2</sub>	22.0	3,080	73.5	1	2	70	4.8
C3-GO-20	44	5 <sup>1</sup> / <sub>4</sub>	7	16 <sup>5</sup> / <sub>8</sub>	15 <sup>1</sup> / <sub>4</sub>	6	16	22 <sup>3</sup> / <sub>8</sub>	4 <sup>1</sup> / <sub>2</sub>	8	10 <sup>1</sup> / <sub>8</sub>	11 <sup>1</sup> / <sub>2</sub>	10 <sup>1</sup> / <sub>4</sub>	22	15 <sup>1</sup> / <sub>2</sub>	10	30.0	4,200	100.0	2	2	105	7.6
<b>C3-GO-25</b>	<b>44</b>	<b>5<sup>1</sup>/<sub>4</sub></b>	<b>7</b>	<b>16<sup>5</sup>/<sub>8</sub></b>	<b>15<sup>1</sup>/<sub>4</sub></b>	<b>6</b>	<b>16</b>	<b>22<sup>3</sup>/<sub>8</sub></b>	<b>4<sup>1</sup>/<sub>2</sub></b>	<b>8</b>	<b>10<sup>1</sup>/<sub>8</sub></b>	<b>11<sup>1</sup>/<sub>2</sub></b>	<b>10<sup>1</sup>/<sub>4</sub></b>	<b>22</b>	<b>15<sup>1</sup>/<sub>2</sub></b>	<b>10</b>	<b>33.7</b>	<b>4,718</b>	<b>112.0</b>	<b>2</b>	<b>2<sup>1</sup>/<sub>2</sub></b>	<b>105</b>	<b>7.0</b>
C3-GO-25B	44	5 <sup>1</sup> / <sub>4</sub>	7	16 <sup>5</sup> / <sub>8</sub>	15 <sup>1</sup> / <sub>4</sub>	6	16	22 <sup>3</sup> / <sub>8</sub>	4 <sup>1</sup> / <sub>2</sub>	8	10 <sup>1</sup> / <sub>8</sub>	11 <sup>1</sup> / <sub>2</sub>	10 <sup>1</sup> / <sub>4</sub>	22	15 <sup>1</sup> / <sub>2</sub>	10	37.5	5,250	125.0	3	2 <sup>1</sup> / <sub>2</sub>	135	7.2
C4-GO-25	50	6 <sup>1</sup> / <sub>4</sub>	7 <sup>5</sup> / <sub>16</sub>	18 <sup>7</sup> / <sub>8</sub>	17 <sup>11</sup> / <sub>16</sub>	7	18 <sup>1</sup> / <sub>2</sub>	28	6	9	12 <sup>1</sup> / <sub>8</sub>	14 <sup>1</sup> / <sub>4</sub>	10 <sup>1</sup> / <sub>4</sub>	26 <sup>5</sup> / <sub>8</sub>	19 <sup>1</sup> / <sub>8</sub>	12	45.0	6,300	150.0	5	2 <sup>1</sup> / <sub>2</sub>	135	8.0
C4-GO-30	50	6 <sup>1</sup> / <sub>4</sub>	7 <sup>5</sup> / <sub>16</sub>	18 <sup>7</sup> / <sub>8</sub>	17 <sup>11</sup> / <sub>16</sub>	7	18 <sup>1</sup> / <sub>2</sub>	28	6	9	12 <sup>1</sup> / <sub>8</sub>	14 <sup>1</sup> / <sub>4</sub>	10 <sup>1</sup> / <sub>4</sub>	26 <sup>5</sup> / <sub>8</sub>	19 <sup>1</sup> / <sub>8</sub>	12	56.0	7,840	190.0	5	3	†135	12.1
C5-GO-30(B)	50	6 <sup>1</sup> / <sub>4</sub>	7 <sup>5</sup> / <sub>16</sub>	18 <sup>7</sup> / <sub>8</sub>	17 <sup>11</sup> / <sub>16</sub>	7	18 <sup>1</sup> / <sub>2</sub>	26 <sup>1</sup> / <sub>2</sub>	6	9	12 <sup>1</sup> / <sub>8</sub>	14 <sup>1</sup> / <sub>4</sub>	10 <sup>1</sup> / <sub>4</sub>	26 <sup>5</sup> / <sub>8</sub>	19 <sup>1</sup> / <sub>8</sub>	12	75.0	10,500	250.0	7 <sup>1</sup> / <sub>2</sub>	3	†250	19.9, 17.8
C6-GO-30	49 <sup>7</sup> / <sub>8</sub>	6 <sup>1</sup> / <sub>4</sub>	7 <sup>5</sup> / <sub>16</sub>	18 <sup>7</sup> / <sub>8</sub>	17 <sup>11</sup> / <sub>16</sub>	7 <sup>3</sup> / <sub>4</sub>	19 <sup>7</sup> / <sub>8</sub>	26 <sup>1</sup> / <sub>2</sub>	5	11 <sup>3</sup> / <sub>4</sub>	13 <sup>5</sup> / <sub>8</sub>	14 <sup>1</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>4</sub>	26 <sup>1</sup> / <sub>2</sub>	19	13 <sup>1</sup> / <sub>2</sub>	101.5	14,215	340.0	10	3	†250	26.5
C7-GO-30	51 <sup>11</sup> / <sub>16</sub>	8 <sup>1</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>8</sub>	24 <sup>5</sup> / <sub>16</sub>	22 <sup>3</sup> / <sub>8</sub>	8 <sup>3</sup> / <sub>4</sub>	18	21 <sup>13</sup> / <sub>16</sub>	4 <sup>7</sup> / <sub>8</sub>	11 <sup>1</sup> / <sub>4</sub>	15 <sup>5</sup> / <sub>8</sub>	13 <sup>7</sup> / <sub>8</sub>	9 <sup>1</sup> / <sub>8</sub>	26 <sup>1</sup> / <sub>2</sub>	19	13 <sup>1</sup> / <sub>2</sub>	121.4	17,000	404.0	15	3	235	40.0
C7-GO-30B	51 <sup>11</sup> / <sub>16</sub>	8 <sup>1</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>8</sub>	24 <sup>5</sup> / <sub>16</sub>	22 <sup>3</sup> / <sub>8</sub>	8 <sup>3</sup> / <sub>4</sub>	18	21 <sup>13</sup> / <sub>16</sub>	4 <sup>7</sup> / <sub>8</sub>	11 <sup>1</sup> / <sub>4</sub>	15 <sup>5</sup> / <sub>8</sub>	13 <sup>7</sup> / <sub>8</sub>	9 <sup>1</sup> / <sub>8</sub>	26 <sup>1</sup> / <sub>2</sub>	19	13 <sup>1</sup> / <sub>2</sub>	126.4	17,700	421.0	20	3	235	45.0
C8-GO-30	56 <sup>9</sup> / <sub>16</sub>	8 <sup>1</sup> / <sub>8</sub>	10 <sup>1</sup> / <sub>8</sub>	27 <sup>1</sup> / <sub>8</sub>	27 <sup>3</sup> / <sub>8</sub>	8 <sup>3</sup> / <sub>4</sub>	20	24 <sup>3</sup> / <sub>8</sub>	3 <sup>1</sup> / <sub>4</sub>	9 <sup>5</sup> / <sub>8</sub>	15 <sup>5</sup> / <sub>8</sub>	12 <sup>1</sup> / <sub>4</sub>	9 <sup>1</sup> / <sub>8</sub>	24 <sup>7</sup> / <sub>8</sub>	17 <sup>5</sup> / <sub>16</sub>	13 <sup>1</sup> / <sub>2</sub>	136.4	19,100	454.0	15	3	235	50.0

- Capacities listed are based on 0.20" W.C. positive pressure, except for C5-GO-30B, which is rated for 250 BHP at +1.2" W.C. Refer to capacity curves for derates based upon combustion chamber pressure.
  - At inlet to main manual shutoff cock to obtain P/F certified ratings with standard U.L. gas train. Optional gas trains and combustion heads available for lower pressures.
- † Remote Pump Set with 200 (208) or 230/460/3/60 motor, 3450 RPM - 3/4 HP - C4; 1750 RPM - 1 HP - C5, C6; 1750 RPM - 1-1/2 HP - C7, C8.
- †† For On-Off and modulating firing modes only. Refer to C Manual for capacities on other modes.



**Power Flame Incorporated**

2001 South 21st Street Phone 620-421-0480  
Parsons, KS 67357 Fax 620-421-0948

Web Site: <http://www.powerflame.com>  
E-Mail: [csd@powerflame.com](mailto:csd@powerflame.com)

Copyright © Power Flame Incorporated 2005 Printed in U.S.A.

# CREST<sup>®</sup>

CONDENSING BOILER

HIGH EFFICIENCY  
COMMERCIAL BOILERS

12 MODELS FROM 750,000 TO  
6.0 MILLION BTU/HR

UP TO 96.2% THERMAL EFFICIENCY

UP TO 25:1 TURNDOWN RATIO

SMART TOUCH

OPERATING CONTROL

CONXUS<sup>®</sup>  
REMOTE CONNECT

NOW AVAILABLE WITH  
REALTIME O<sub>2</sub> FEEDBACK™



TM

# RIDE THE

# LOCHINVAR WAVE

DESIGNED ★ ENGINEERED ★ ASSEMBLED

# USA



# NO ONE BRINGS IT ALL TOGETHER LIKE LOCHINVAR

Lochinvar is the industry leader that other leading companies call upon for the most advanced and efficient water heating products in the world. For that reason, Lochinvar is trusted to go beyond the call of duty to find a solution for every project, no matter the size. You will not find a water heating company that works harder or cares more.

That's why no one brings it all together quite like Lochinvar.

## A HISTORY OF INNOVATION

For over 80 years, Lochinvar, an American company, has been a leader of innovation and high-efficiency water heating. Through Lochinvar's pride in leadership and commitment to excellence, the company has continually improved year after year.

Today, Lochinvar touts the broadest line of high-efficiency water heating solutions, a world-class research & development department, comprehensive service with every sale and industry-leading training through Lochinvar University.

## ALWAYS LEADING THE CHARGE

Introduced in 2011, the CREST® was a breakthrough product for Lochinvar. With five sizes ranging from 1.5 to 3.5 million BTU/hr and boasting a 92% thermal efficiency the CREST led the way for Lochinvar in the commercial condensing boiler industry.

A unique combustion system featuring 2 fans, 2 gas valves, and a dual chamber burner allowed the CREST to maximize turndown unlike any other product. The Wave fire tube, designed and engineered at Lochinvar, delivered robust heat transfer and set itself apart from the competition.

In 2015, the product line was enhanced by expanding the product offering down to 750,000 BTU/hr and up to 5 million BTU/hr. Along with that a new combustion system was introduced that allowed greater flexibility and more robust operation. In 2016, the 6 million BTU/hr input model was introduced making this product line broader in its capability.

Now the entire model line features a more streamline combustion system along with a greater thermal efficiency of up to 96.2%. Combined with the standard offering of CON·X·US® the CREST brings the best tools together in one product. Complete control from anywhere, installation flexibility, high turndown, and excellent serviceability are what set the CREST above the rest.

**2011-2012**

» 1.5 MILLION -  
3.5 MILLION RELEASED

**2015**

» ENHANCED EFFICIENCY  
» NEW MODELS  
» NEW COMBUSTION  
TECHNOLOGY  
» 96.2% EFFICIENCY  
ON MODELS FROM  
750,000-2 MILLION BTU

**2016**

» 6 MILLION RELEASED

**2018**

» OUTDOOR MODEL  
RELEASED  
» NEW COMBUSTION  
TECHNOLOGY  
» 96% EFFICIENCY  
ON MODELS FROM  
2.5-6.0 MILLION BTU

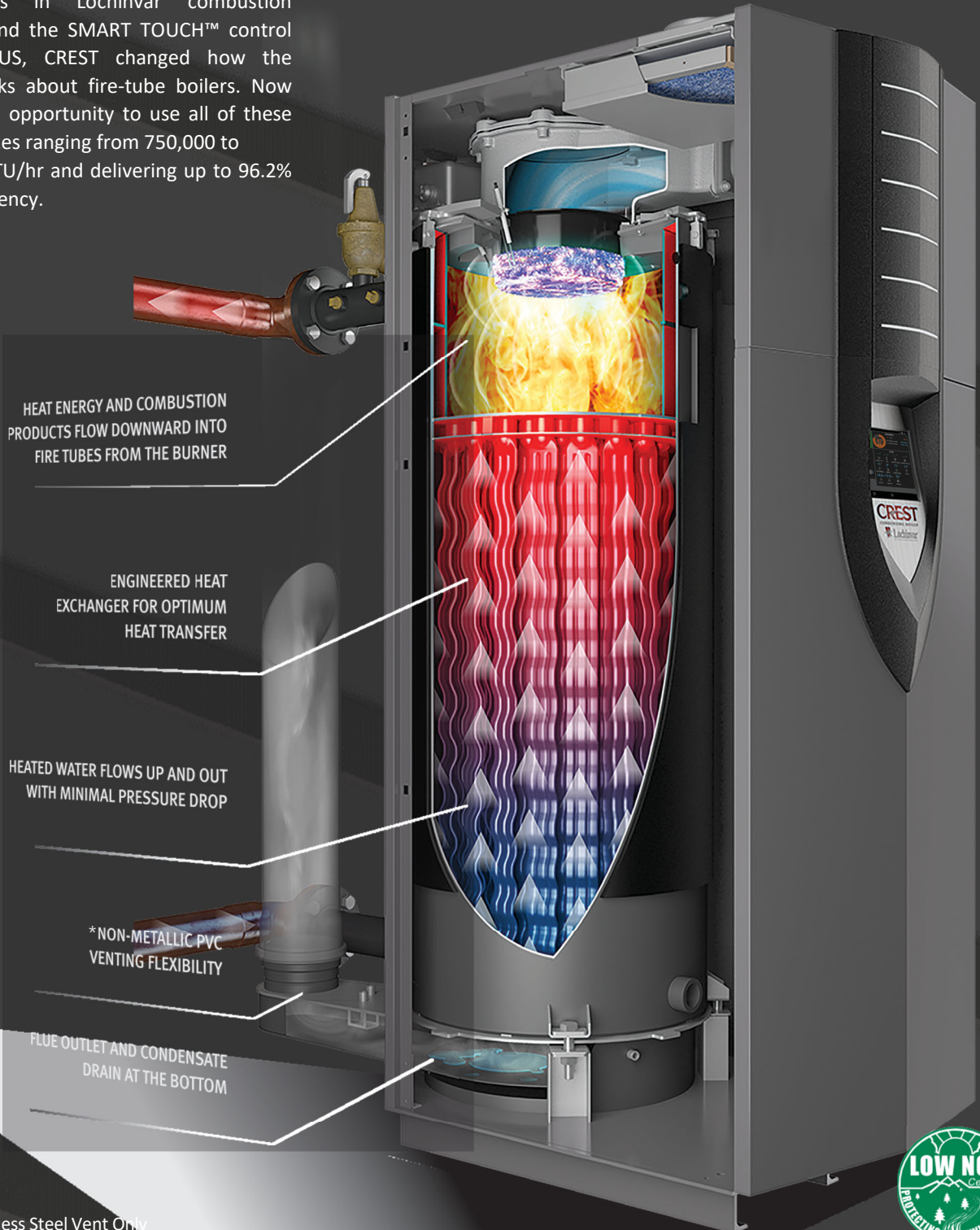
# CREST<sup>®</sup>

## CONDENSING BOILER

### RIDE THE LOCHINVAR WAVE™

### UP TO 6.0 MILLION BTU & 96.2% EFFICIENCY

With the exclusive wave fire-tube design, advancements in Lochinvar combustion technology and the SMART TOUCH™ control with CON-X-US, CREST changed how the industry thinks about fire-tube boilers. Now you have the opportunity to use all of these features in sizes ranging from 750,000 to 6.0 million BTU/hr and delivering up to 96.2% thermal efficiency.



\* 5.0 - 6.0 Stainless Steel Vent Only



## THE CREST COMBUSTION SYSTEM

CREST boilers are equipped with a top-mounted micro-metal fiber burner, engineered specifically for fire-tube technology. The system is designed to ensure smooth, quiet modulating combustion with up to 25:1 turndown. A FBN2001 fires at its maximum 1,999,999 Btu/hr rate when the heat load is highest, and then gradually turns down to as low as 4% (80,000 Btu/hr) as load decreases. A modulating system runs smoothly and efficiently, without frequent on/off cycling. When the system is zoned, CREST's high turndown works to match the actual system demand. In return, CREST reduces the customer's fuel bill and provides better comfort by load-matching the heat loss of the system.

## REDUCE INSTALLATION COST WITH VARIABLE FLOW TECHNOLOGY

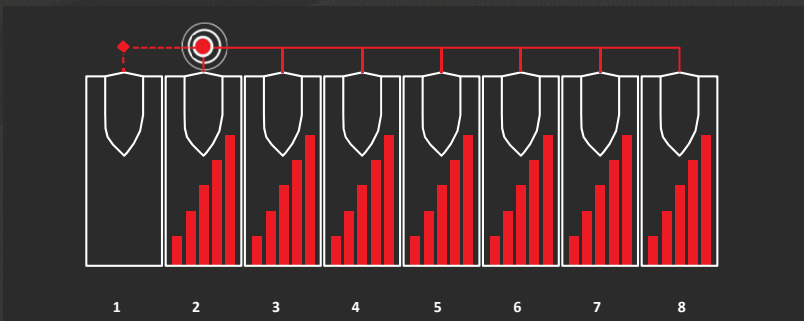
CREST can operate over a wide range of flow rates with very low pressure drop. This permits installation of a full flow (variable primary) system. Installation is streamlined, without the time and materials cost of primary/secondary piping, and pumps needed to maintain flow in a water-tube boiler. Variable flow also makes CREST more flexible at handling frequent fluctuations in the system flow rate.

## HIGH EFFICIENCY WITH MINIMUM SUPPLY PRESSURE

CREST operates reliably with supply gas pressure as low as 4 inches water column. Negative Regulation technology draws gas into a pre-mix combustion system, instead of relying on utility pressure through the gas valve. Operation is steady in low gas pressure systems or when peak gas supply demand occurs. Plus, Neg/Reg fan control fine-tunes the fuel/air ratio entering the burner, providing an even, cleaner-burning flame, achieving high combustion efficiency.

## PEACE OF MIND, WHEN IT MATTERS MOST

Cascade redundancy provides peace of mind because it helps ensure that a CREST boiler system will always deliver reliable performance with no downtime. If the lead boiler is turned off for maintenance, cascade redundancy automatically shifts the lead role to the second sequenced boiler. Up to eight CREST boilers can be sequenced using a 2-wire daisy-chain connection. Cascade sequencing can be programmed for lead-lag or efficiency optimized operation.



With lead-lag operation, one lead boiler modulates to capacity on demand. As load increases, the system then cascades to additional lag boilers in sequence. The first-on role shifts daily, distributing equal runtimes to each unit.

In an efficiency optimized system (see illustration above), all boilers fire and modulate simultaneously at the same Btu/hr input rates, maximizing thermal efficiency.

# SMART TOUCH

CREST features the next generation of Lochinvar's all-in-one SMART TOUCH™ operating control with the integration of the CON·X·US advanced technology. SMART TOUCH with CON·X·US provides outstanding functionality, and can

be integrated directly into a Building Automation System via Modbus and BACnet MSTP as standard equipment.

A 8" touch screen along with an updated user interface allows users to quickly see what their unit is doing. On screen graphs can help diagnose issues in the field. A new screen saver mode identifies the status of

the boiler. Dark green indicates running mode, olive green is blocking mode and red is lockout mode. This is another way Lochinvar is leading the charge with boiler controls.



**CREST**  
CONDENSING BOILER

Lochinvar  
MULTI-FUEL BURNERS • 15% & 80% EFFICIENCY

## INTRODUCING BOILER PLANT CONTROL, FROM ANYWHERE.

And now, the CON·X·US mobile communication platform allows the SMART TOUCH to go where no other boiler has gone before. CON·X·US provides the ability to monitor and manage multiple CREST boiler plants without ever stepping into the mechanical rooms. CON·X·US will send alerts via text or e-mail notifying of changes in system status, and anytime, from anywhere, a user can check system status and re-program boiler functions. Once downloaded, the free CON·X·US mobile application allows for remote access to all SMART TOUCH functions using any internet-capable device.

- DO REGULAR CON·X·US CHECKS FOR ALL YOUR CREST CUSTOMERS, AND LET THEM KNOW YOU'RE MONITORING THEIR BOILER'S PERFORMANCE.

- ADJUST SETPOINTS, DOMESTIC HOT WATER, RESET CURVES, PUMP DELAYS AND MORE, USING THE CON·X·US INTERACTIVE DISPLAY.

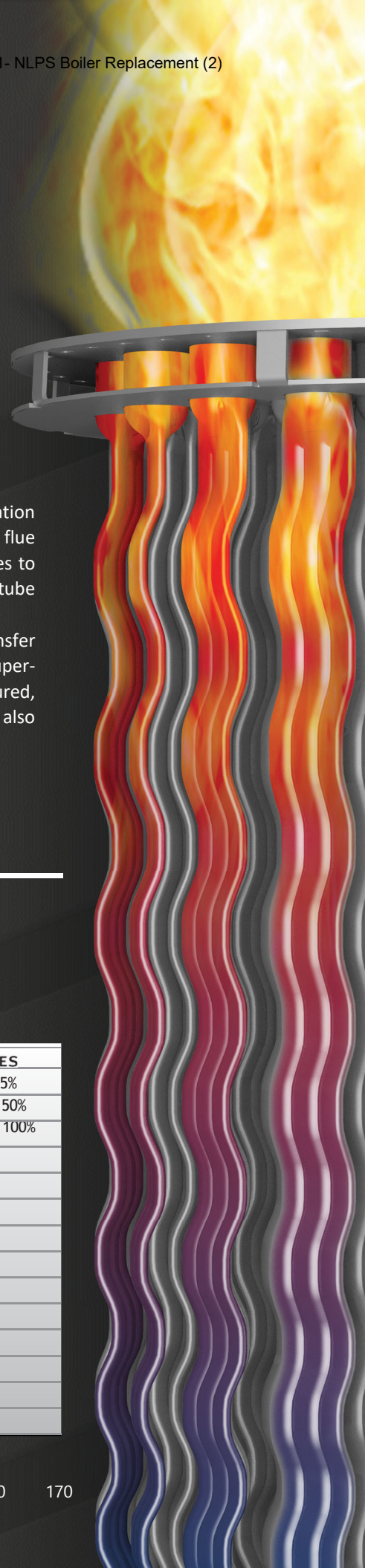
- STATUS ALERTS VIA TEXT OR E-MAIL LET YOU KNOW WHEN A CREST BOILER NEEDS ATTENTION.

  
**CON·X·US**<sup>®</sup>  
REMOTE CONNECT

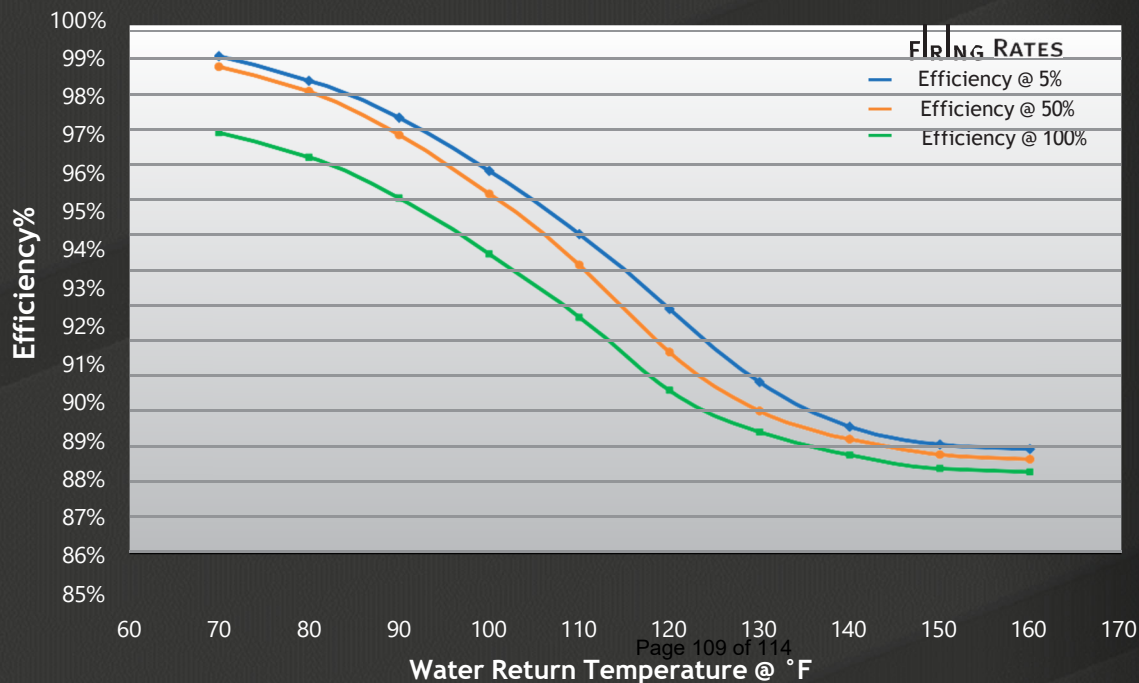
# SUPERIOR FIRE-TUBE HEAT EXCHANGER DESIGN BOOSTS THERMAL EFFICIENCY

The CREST boiler takes fire-tube technology to a new level. The patented Wave configuration creates turbulence as flue gas products flow down the tube, scrubbing the energy from the flue products. The Wave design also enhances the life of the heat exchanger by allowing the tubes to flex, so they operate stress free with none of the adverse effects suffered by traditional fire-tube boilers.

Each fire tube is welded into the heat exchanger and surrounded by water, and the heat transfer process is enhanced by the water's counterflow. As water flows up inside the vessel, super-heated flue products flow down the fire tube. With one pass, heat is effectively captured, reaching condensing temperatures. At the top of the vessel, the combustion chamber is also water-backed for additional heat transfer.

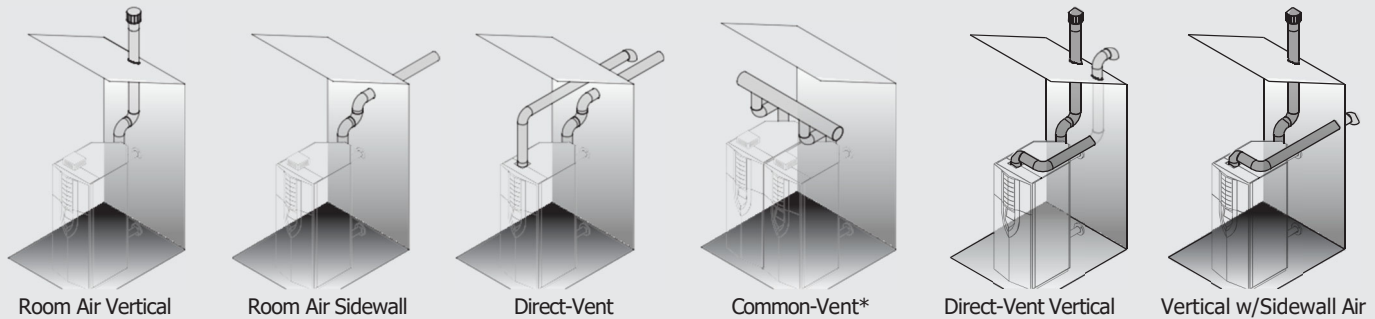


## CREST BOILER EFFICIENCY



## FLEXIBLE VENTING OPTIONS

CREST offers 6 venting options, and permits direct-vent air intake and exhaust runs up to 100 equivalent feet, using PVC, CPVC, polypropylene or stainless steel pipe. \*\* Plus, multiple units can be common-vented to reduce time and materials cost.



\*Contact Lochinvar for information on common venting of CREST boilers.

\*\* Available for models FB 0751-4001. Stainless steel pipe only for models FB 5001-6001.

## SMART TOUCH FUNCTIONS AND FEATURES

### SMART TOUCH FEATURES

- >CON-X-US Remote Connect
- >SMART TOUCH Touchscreen Operating Control
- >Full-Color 8" Touchscreen LCD Display
- >Built-in Cascading Sequencer for up to 8 Boilers
  - Built-in Redundancy
  - Cascade Multiple Sized Boilers
  - Lead/Lag Cascade
  - Efficiency Optimized Cascade
- >Front-End Loading Capability with Copper-Fin II® and Power-Fin® Boilers
- >Building Management System Integration with 0-10 VDC Input
- >BACnet MSTP Communications
- >Outdoor Reset Control with Outdoor Air Sensor
- >Password Security
- >Domestic Hot Water Prioritization
  - DHW tank piped with priority in the boiler loop
  - DHW tank piped as a zone in the system with the pumps controlled by the Smart System
  - DHW Modulation Limiting
  - Separately Adjustable SH/DHW Switching Times
- >Low Water Flow Safety Control & Indication
- >Inlet & Outlet Temperature Readout
- >Freeze Protection
- >Service Reminder
- >Time Clock
- >Data Logging
  - Hours Running, Space Heating
  - Hours Running, Domestic Hot Water
  - Hours Running, Modulation Rate
  - Ignition Attempts
  - Last 10 Lockouts
- >Programmable System Efficiency Optimizers
  - Night Setback
  - Anti-Cycling
  - Outdoor Air Reset Curve
  - Ramp Delay
  - Boost Temperature & Time
  - Modulation Factor Control
- >Three Pump Control
  - System Pump
  - Boiler Pump
  - Domestic Hot Water Pump
- >High-Voltage Terminal Strip
  - > 120V/1PH/60Hz (FB 0751-2001)
  - > 208V/3PH/60Hz (FB 2501-3501)
  - > 480V/3PH/60Hz (FB 4001-6001)

### >Low-Voltage Terminal Strip

- 24 VAC Auxiliary Device Relay
- Auxiliary Proving Switch Contacts
- Alarm on Any Failure Contacts
- Runtime Contacts
- DHW Thermostat Contacts
- Unit Enable/Disable Contacts
- System Sensor Contacts
- DHW Tank Sensor Contacts
- Outdoor Air Sensor Contacts
- Cascade Contacts
- 0-10 VDC BMS External Control Contact
- 0-10 VDC Variable Speed Boiler Pump Control Contact

### OPTIONAL EQUIPMENT

- Alarm Bell
- BMS Gateway - BACnet IP or LonWorks
- Wireless Outdoor Temperature Sensor
- Condensate Neutralization Kit
- Common Vent Damper Kits
- Motorized Isolation Valve
- Variable Speed Boiler Pump
- Electrical Transformer Options (Shipped Loose):
  - FB 0751-2001**
  - > 208V/3PH/60Hz → 120V/1PH/60Hz
  - > 480V/3PH/60Hz → 120V/1PH/60Hz
  - > 600V/3PH/60Hz → 120V/1PH/60Hz
  - FB 2501-3501**
  - > 480V/3PH/60Hz → 208V/3PH/60Hz
  - > 600V/3PH/60Hz → 208V/3PH/60Hz
  - FB 4001-6001**
  - > 208V/3PH/60Hz → 480V/3PH/60Hz
  - > 600V/3PH/60Hz → 480V/3PH/60Hz
- RealTime O<sub>2</sub> Feedback
- Modbus Communication
- Short Circuit Current Rating (SCCR) Options:
  - FB 2501 - 6001**
  - >100,000 A
  - >200,000 A

\*Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. \*The ratings have been determined under the provisions governing forced draft burners.

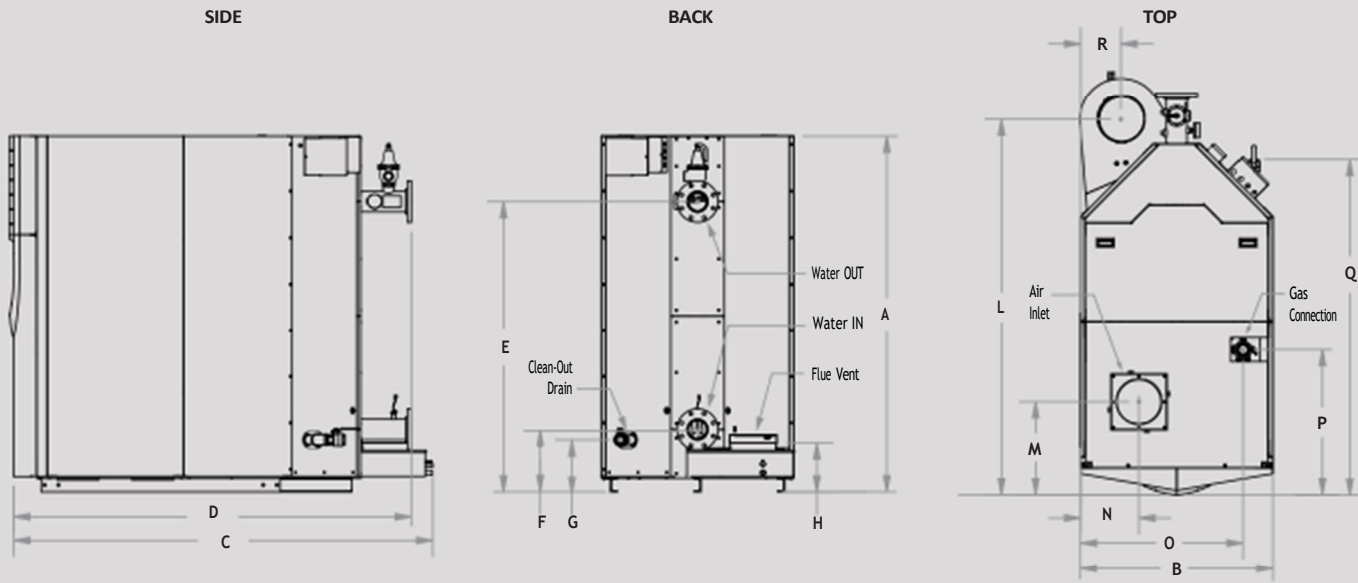
### CODES & REGISTRATIONS

- ANSI Z21.13/CSA Certified
- ASME Certified, "H" Stamp / National Board
- California Code Compliant
- CSD1 / Factory Mutual / GE Gap Compliant
- Canadian Registration Number (CRN)
- South Coast Air Quality Management District Qualified (FB 0751-2001)
- AHRI Certified

### STANDARD FEATURES

- Proof of Closure Valve (6001)
- Modulating Burner with up to 25:1 Turndown
- Direct-Spark Ignition
- Low NOx Operation
- Sealed Combustion
- Air Inlet Filter
- Low Gas Pressure Operation
- Vertical and Horizontal Direct Venting
  - > Direct Vent up to 100 Feet
  - > PVC, CPVC, Polypropylene or AL29-4C (FB 0751-4001)
  - > AL29-4C (FB 0751-6001)
- ASME "H" Stamped Heat Exchanger
- 316L Stainless Steel Fire Tubes
- 160 psi Working Pressure
- On/Off Switch
- Adjustable High Limit with Manual Reset
- Low Water Cutoff with Manual Reset & Test
- High & Low Gas Pressure Switches w/Manual Reset
- Low Air Pressure Switches
- Condensate Trap w/Blocked Drain Switch
- Drain Valve
- System Sensor
- Outdoor Air Sensor
- Inlet & Outlet Temperature Sensors
- High-Voltage Terminal Strip
- Low-Voltage Terminal Strip
- Downstream Gas Test Cocks
- 50 psi ASME Relief Valve
- Temperature & Pressure Gauge
- Zero Clearances to Combustible Materials
- High Altitude Models Available
- SCCR of 5,000 A
- 10-Year Limited Warranty (See Warranty for Details)
- 1-Year Warranty on Parts (See Warranty for Details)

Lochinvar.com



For technical information call 800-722-2101. Lochinvar LLC reserves the right to make product changes or improvements without prior notice. Dimensions are approximate and should not be used for construction purposes.

CREST HEATING BOILE



DIMENSIONS AND SPECIFICATIONS

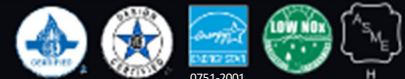
Model Number	Input MBH Min	Input MBH Max	Gross Output MBH	Net AHRI Rating MBH	Combustion Efficiency	Thermal Efficiency	Turn-down	A	B	C	D	E	F	G	H
FB*0751	50	750	722	628	96.4%	96.2%	15:1	78"	30"	55-1/2"	57-5/8"	66-1/8"	11-7/8"	11-3/8"	11-1/4"
FB*1001	50	999	961	836	96.4%	96.2%	20:1	78"	30"	56-1/2"	57-5/8"	66-1/8"	11-7/8"	11-3/8"	11-1/4"
FB*1251	62.5	1,250	1,203	1,046	96.4%	96.2%	20:1	78"	30"	56-1/2"	57-3/4"	66-1/8"	11-7/8"	11-3/8"	11-1/4"
FB*1501	60	1,500	1,443	1,255	96.4%	96.2%	25:1	78"	30"	67-3/4"	68"	65-3/8"	12-3/8"	11-3/8"	11-1/4"
FB*1751	70	1,750	1,684	1,464	96.4%	96.2%	25:1	78"	30"	66-1/4"	68"	65-3/8"	12-3/8"	11-3/8"	11-1/4"
FB*2001	80	1,999	1,923	1,672	96.4%	96.2%	25:1	78"	30"	66-1/2"	68"	65-3/8"	12-3/8"	11-3/8"	11-1/4"
FB*2501	125	2,500	2,400	2,087	96.1%	96.0%	20:1	77-3/4"	35"	83-3/4"	83-3/4"	63-3/4"	13-1/2"	11-1/4"	10-1/2"
<b>FB*3001</b>	<b>150</b>	<b>3,000</b>	<b>2,883</b>	<b>2,507</b>	<b>96.1%</b>	<b>96.0%</b>	<b>20:1</b>	<b>77-3/4"</b>	<b>35"</b>	<b>83-3/4"</b>	<b>83-3/4"</b>	<b>63-3/4"</b>	<b>13-1/2"</b>	<b>11-1/4"</b>	<b>10-1/2"</b>
FB*3501	175	3,500	3,364	2,925	96.1%	96.0%	20:1	77-3/4"	42"	91-1/2"	86-3/4"	63-1/2"	13-1/4"	11-1/2"	10-3/4"
FB*4001	333.3	3,999	3,843	3,342	96.1%	96.0%	12:1	77-3/4"	45-1/2"	103-1/2"	99"	63-1/2"	13-3/4"	11-1/2"	10-3/4"
FB*5001	499.9	4,999	4,804	4,177	96.1%	96.0%	10:1	77-3/4"	46-1/2"	102-1/4"	99-1/2"	63-1/2"	15"	11-1/2"	10-3/4"
FB*6001	600	6,000	5,766	5,014	96.1%	96.0%	10:1	77-3/4"	50"	102-3/4"	99-3/4"	63-1/4"	14-3/4"	11-1/2"	10-3/4"

Model Number	L	M	N	O	P	Q	R	Gas Conn.	Water Inlet/Outlet	Air Inlet	Vent Size	Oper. Weight (lbs.)	Ship. Weight (lbs.)
FB*0751	51"	13"	8-3/4"	26-3/4"	23-3/4"	49-1/2"	7-3/8"	1-1/4"	3"	6"	6"	1,768	1,560
FB*1001	51"	13"	8-3/4"	26-3/4"	23-1/8"	49-1/2"	6-1/2"	1-1/4"	3"	6"	6"	1,838	1,596
FB*1251	51-3/8"	13"	8-3/4"	26-3/4"	21-5/8"	49-1/2"	6-1/2"	1-1/2"	3"	6"	8"	1,975	1,648
FB*1501	62-3/8"	15-7/8"	9"	26-7/8"	27-7/8"	59-1/4"	5-1/8"	1-1/2"	4"	8"	8"	2,307	1,961
FB*1751	61-1/2"	15-7/8"	9"	27"	27-1/8"	58-3/4"	5-1/8"	1-1/2"	4"	8"	8"	2,458	2,017
FB*2001	61-1/2"	15-7/8"	9"	27"	26-3/4"	58-3/4"	5-1/8"	1-1/2"	4"	8"	8"	2,570	2,087
FB*2501	76-1/4"	19-3/4"	9-1/4"	28-3/4"	32"	71"	7-1/4"	2"	4"	8"	9"	3,600	2,577
<b>FB*3001</b>	<b>76-1/4"</b>	<b>19-3/4"</b>	<b>9-1/4"</b>	<b>28-3/4"</b>	<b>32"</b>	<b>71"</b>	<b>7-1/4"</b>	<b>2"</b>	<b>4"</b>	<b>10"</b>	<b>10"</b>	<b>3,900</b>	<b>2,881</b>
FB*3501	82"	20-1/4"	12-3/4"	35-1/2"	31-3/4"	73-1/4"	8-3/4"	2"	4"	10"	10"	4,600	3,218
FB*4001	94"	24-3/4"	13-1/2"	39-1/2"	42-1/4"	85-1/4"	10-1/2"	2-1/2"	4"	12"	12"	5,200	3,805
FB*5001	92-1/2"	22"	14"	39-3/4"	39-1/2"	84"	9"	2-1/2"	6"	14"	14"	5,900	4,101
FB*6001	93-1/4"	20"	15-3/4"	43-1/2"	36-1/2"	83-3/4"	9-1/4"	3"	6"	14"	14"	6,900	4,711

Notes: \*Insert "N" for natural gas, "L" for LP gas models. Indoor installation only. Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. The ratings have been determined under the provisions governing forced draft burners. The Net AHRI water ratings shown are based on a piping and pickup allowance of 1.15.



Lochinvar, LLC  
 300 Maddox Simpson Parkway  
 Lebanon, Tennessee 37090  
 P: 615.889.8900 / F: 615.547.1000  
 Lochinvar.com





## Typical Specification

### FBNT-SPEC-11

## Typical Specification for Lochinvar® Crest Heating Boiler Models 750,000 – 6,000,000 Btu/Hr

The **BOILER** shall be a **LOCHINVAR** Crest Model **FB(N,L)** \_\_\_\_\_ having a modulating input rating of \_\_\_\_\_ Btu/Hr, an output of \_\_\_\_\_ Btu/Hr and shall be operated on (Natural Gas) (L.P. Gas). The **BOILER** shall be capable of following performance:

Model	Turndown	Minimum Input	Maximum Input
FB 0751	15:1	50,000	750,000
FB 1001	20:1	50,000	999,000
FB 1251	20:1	62,500	1,250,000
FB 1501	25:1	60,000	1,500,000
FB 1751	25:1	70,000	1,750,000
FB 2001	25:1	80,000	1,999,000
FB 2501	20:1	125,000	2,500,000
<b>FB 3001</b>	<b>20:1</b>	<b>150,000</b>	<b>3,000,000</b>
FB 3501	20:1	175,000	3,500,000
FB 4001	12:1	333,300	3,999,000
FB 5001	10:1	499,900	4,999,000
FB 6001	10:1	600,000	6,000,000

Maximum unit dimensions shall be: Length \_\_\_\_\_ inches, Width \_\_\_\_\_ inches and Height \_\_\_\_\_ inches. Maximum operating (wet) unit weight shall be \_\_\_\_\_ pounds.

The **BOILER** shall bear the ASME "H" stamp for 160 psi working pressure and shall be National Board listed. The **BOILER** shall have a fully welded 316L stainless steel interior with a carbon steel shell fire tube heat exchanger. There shall be a single pressure vessel. Multiple pressure vessels are not acceptable. Fire Tube shall be of the Wave Fire Tube design and capable of transferring 16,000 to 20,000 Btu's per tube. A liquid impact die shall be used to form the Wave Fire Tube. There shall be no banding material, bolts, gaskets or "O" rings in the heat exchanger construction. The Wave Fire Tube shall be robotically welded to the tube sheets. The heat exchanger shall be designed for a single-pass water flow to limit the water side pressure drop. Pressure drop shall be no greater than 6.5 psi at 180 gpm. The condensate collection basin shall be constructed of welded 316L stainless steel. The complete heat exchanger assembly shall carry a ten (10) year limited warranty.

The heat exchanger shall contain a volume of water no less than:

Model	Water Content
FB 0751	73 gallons
FB 1001	77 gallons
FB 1251	87 gallons
FB 1501	94 gallons
FB 1751	106 gallons
FB 2001	111 gallons
FB 2501	157 gallons
<b>FB 3001</b>	<b>156 gallons</b>
FB 3501	202 gallons
FB 4001	201 gallons
FB 5001	254 gallons
FB 6001	304 gallons



The **BOILER** shall be certified and listed by C.S.A. International under the latest edition of the harmonized ANSI Z21.13 test standard for the U.S. and Canada. The **BOILER** shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard and the minimum efficiency requirements of the latest edition of the AHRI BTS-2000 Standard as defined by the Department of Energy in 10 CFR Part 431. The **BOILER** shall operate at a minimum of 96.2% thermal efficiency (models FB 751 – FB 2001) or 96% thermal efficiency (models FB 2501 – FB 6001), at full fire as registered with AHRI. The registered combustion efficiency must be equal to or greater than the registered thermal efficiency. All models shall operate up to 98% thermal efficiency with return water temperatures at 70°F or below at 20°F temperature rise. The **BOILER** shall be certified for indoor installation.

The **BOILER** shall be constructed with a heavy gauge steel jacket assembly, primed and pre-painted on both sides. The combustion chamber shall be sealed and completely enclosed, independent of the outer jacket assembly, so that integrity of the outer jacket does not affect a proper seal. Two burner/flame observation ports shall be provided. The single burner shall be a premix design constructed of high temperature stainless steel with a woven Fecralloy outer covering to provide modulating firing rates. The **BOILER** shall be supplied with two gas valves designed with negative pressure regulation and be equipped with a pulse width modulation blower system, to precisely control the fuel/air mixture to provide modulating boiler firing rates for maximum efficiency. The **BOILER** shall operate in a safe condition with gas supply pressures as low as 4 inches of water column on Natural and as low as 8 inches of water column on Propane. The FB 6001 shall be supplied with a proof of closure valve (POC) and shall prevent the boiler from firing if the POC valve seat is detected open. Upon a call for heat, once the POC valve seat is proven to be closed, the pre-purge cycle will begin and the POC valve will begin to open. The burner flame shall be ignited by direct spark ignition with flame monitoring via a flame sensor.

The **BOILER** shall utilize a 24 VAC control circuit and components. The control system shall have a display for boiler set-up, boiler status, and boiler diagnostics. All components shall be easily accessed and serviceable from the front and top of the jacket. The **BOILER** shall be equipped with a temperature/pressure gauge; high limit temperature control with manual reset; ASME certified pressure relief valve set for 50 psi (standard); outlet water temperature sensor (dual thermistor); return water temperature sensor; outdoor air sensor, flue temperature sensor (dual thermistor); high and low gas pressure switches, low water cut off with manual reset, blocked drain switch and a condensate trap for the heat exchanger condensate drain.

The **BOILER** shall feature the “SMART TOUCH™” control with CON-X-US which is standard and factory installed with an 8” liquid crystal touch screen display, password security, outdoor air reset, pump delay with freeze protection, pump exercise, ramp delay featuring six steps, domestic hot water prioritization with limiting capabilities and PC port connection. A secondary control that is field mounted outside or inside the appliance is not acceptable. The **BOILER** shall have alarm contacts for any failure, runtime contacts and data logging of runtime at given modulation rates, ignition attempts and ignition failures. The **BOILER** shall have a built-in “Cascade” to sequence and rotate while maintaining modulation of up to eight boilers of different Btu inputs without utilization of an external controller. The internal “Cascade” function shall be capable of lead-lag, efficiency optimization, front-end loading, and rotation of lead boiler every 24 hours. The control must include cascade redundancy to allow a member boiler to become the temporary leader if the original lead boiler shall lose communication with the members. The **BOILER** shall be capable of controlling an isolation valve (valve shall be offered by manufacturer) during heating operation and rotation of open valves in standby operation for full flow applications. The control must be equipped with standard BACnet MSTP and Modbus communication protocol with a minimum 55 readable points. The **BOILER** shall have an optional gateway device which will allow integration with LON or BACnet (IP) protocols.

The “SMART TOUCH™” control shall include CON-X-US communication platform that will allow remote access via a smart phone or Tablet. This will allow the ability to monitor and manage multiple Crest Boilers and send alerts via text or e-mail notifying of changes in system status. A user shall have the ability to check system status or re-program any boiler function remotely.

The “SMART TOUCH™” control shall increase fan speed to boost flame signal when a weak flame signal is detected during normal operation. A 0 -10 VDC output signal shall control a variable speed boiler pump (pump to be offered by manufacturer) to keep a fixed delta t across the boiler regardless of the modulation rate. The **BOILER** shall have the capability to receive a 0 – 10 VDC input signal from a variable speed system pump to anticipate changes in system heat load in order to prevent flow related issues and erratic temperature cycling.

The **BOILER** shall have available as an option RealTime O<sub>2</sub> Feedback™. The O<sub>2</sub> sensor shall be made by a top automotive supplier and is only available through Lochinvar. The O<sub>2</sub> sensor shall be located in the combustion chamber. The feedback shall be in real time and displayed via a gauge on both the boiler touchscreen and the CON-X-US communication platform.

The **BOILER** shall be equipped with two terminal strips for electrical connection. A low voltage connection board with 30 data points for safety and operating controls, i.e., Alarm Contacts, Runtime Contacts, Louver Proving Switch, Tank Thermostat, Remote Enable/Disable, System Supply Sensor, Outdoor Sensor, Tank Sensor, Modbus Building Management System signal and Cascade control circuit. A high voltage terminal strip shall be provided for Supply voltage. Supply voltage shall be 120V/1PH/60Hz (FB 751 – FB 2001), 208V/3PH/60Hz (FB 2501 – FB 3501), or 480V/3PH/60Hz (FB 4001 – FB 6001). The boiler may be factory trimmed for optional supply voltages, i.e. 208V/3PH/60Hz, 480V/3PH/60Hz and 600V/3PH/60Hz. The high voltage terminal strip plus integral relays are provided for independent pump control of the System pump, the Boiler pump and the Domestic Hot Water pump.

The **BOILER** shall be installed and vented with a (select one):

**(a) Direct Vent system with horizontal sidewall termination** of both the exhaust vent and combustion air. The flue shall be Category IV approved PVC, CPVC, PP (FB 0751 – 4001) or Category IV approved Stainless Steel (FB 0751- 6001) sealed vent material terminating at the sidewall with the manufacturer’s specified vent termination. A separate pipe shall supply combustion air directly to the boiler from the outside. The air inlet pipe must be sealed and may be other materials listed in the Installation manual. The boiler’s total combined air intake length shall not exceed 100 equivalent feet. The boiler’s total combined exhaust venting length shall not exceed 100 equivalent feet. The air inlet must terminate on the same sidewall as the exhaust.

**(b) Direct Vent system with vertical roof top termination** of both the exhaust vent and combustion air. The flue shall be Category IV approved PVC, CPVC, PP (FB 0751 – 4001) or Category IV approved Stainless Steel (FB 0751 – 6001) sealed vent material terminating at the rooftop with the manufacturer’s specified vent termination. A separate pipe shall supply combustion air directly to the boiler from the outside. The air inlet pipe must be sealed and may be other materials listed in the Installation manual. The boiler’s total combined air intake length shall not exceed 100 equivalent feet. The boiler’s total combined exhaust venting length shall not exceed 100 equivalent feet. The air inlet must terminate on the rooftop with the exhaust.

**(c) Vent system with Vertical rooftop or Horizontal sidewall exhaust** with the combustion air intake in different pressure zones. The flue shall be Category IV approved PVC, CPVC, PP (FB 0751 – 4001) or Category IV approved Stainless Steel (FB 0751 – 6001) sealed vent material terminating at the rooftop or sidewall with the manufacturer’s specified vent termination. A separate pipe shall supply combustion air directly to the boiler from the outside in a different pressure zone from that of the exhaust vent. The air inlet pipe must be sealed and may be other materials listed in the Installation manual. The boiler’s total combined air intake length shall not exceed 100 equivalent feet. The boiler’s total combined exhaust venting length shall not exceed 100 equivalent feet.

**(d) Vertical rooftop or Horizontal sidewall exhaust** with the combustion air drawn from the equipment room. The flue shall be Category IV approved PVC, CPVC, PP (FB 0751 – 4001) or Category IV approved Stainless Steel (FB 0751 – 6001) sealed vent material. The boiler’s total exhaust venting length shall not exceed 100 equivalent feet (FB 751-2001) or 150 equivalent feet (FB 2501 – FB 6001). Combustion air draw from the equipment room shall be supplied with properly sized combustion and ventilation air openings based on NFPA requirements.

**(e) Common Vented** with multiple Crest boilers. The flue shall be Category II/IV approved PVC, CPVC, PP or Stainless Steel sealed vent material for models FB 0751 – FB 4001. Models FB 5001 – FB 6001 shall be Category II/IV approved Stainless Steel sealed vent only. The exhaust and air intake venting must use the exact diameter, length, placement, and terminations as specified by the designer.

The **BOILER** shall operate at altitudes up to 4,500 feet above sea level without additional parts or adjustments. High altitude operation shall be certified at a minimum of 4,500 feet above sea level by a 3<sup>rd</sup> party organization.

The **BOILER** shall be suitable for use with polypropylene glycol, up to 50% concentration. The de-rate associated with the glycol will vary per glycol manufacturer.

### **STANDARD CONSTRUCTION**

The **BOILER** shall be constructed in accordance with the following code requirements as standard equipment. Manufacturing of special models to meet the below code requirements is not acceptable.

#### **California Code**

**CSD1 / Factory Mutual / GE Gap**

**Massachusetts Code**

**KY Kentucky Code**

**CRN Approval in Canada**

**Note: Due to the large disparity in CSD-1 interpretation from state to state, please confirm to the factory all controls required in your jurisdiction.**