

TOWN OF EAST HAVEN
BID SPECIFICATIONS
AND
DOCUMENTS
CONTRACT REQUIREMENTS
FOR
THE REMOVAL AND DISPOSAL OF EXISTING ROOF AND
INSTALLATION OF NEW
EPDM SYSTEM AT FOXON RECREATIONAL FACILITY
1408 NORTH HIGH STREET, EAST HAVEN CT
BID # 15-05

461 NORTH HIGH STREET
EAST HAVEN, CONNECTICUT
PREPARED
BY THE
OFFICE OF THE TOWN ENGINEER

5 August 2015

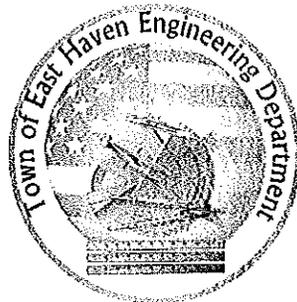


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TOWN OF EAST HAVEN
DEPARTMENT OF PUBLIC SERVICES
INVITATION TO BID FOR
REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION
OF NEW EPDM SYSTEM AT
FOXON RECREATION FACILITY

1. RECEIPT AND OPENING OF BID FORM

Separate sealed Bids will be received in the Office of the Director of Finance, lower level, Town Hall, 250 Main Street, East Haven, Connecticut, 06512, until the time and date stated in the **INVITATION TO BID**. Bids shall then be publicly opened and read aloud.

All Bids shall be submitted in sealed, envelopes clearly labeled with the name of the Bidder, Bidder's address and the words "**BID DOCUMENTS – REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION OF NEW EPDM SYSTEM AT FOXON RECREATIONAL FACILITY 1408 NORTH HIGH ST, EAST HAVEN CT**", as to guard against opening prior to the time set therefor. Bids may be forwarded by mail.

The Town may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all Bids.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed form and all blank spaces for Bid prices **must be filled, handwritten in ink or typewritten in both words and figures**. Bid prices shall include **all labor, materials and equipment and disposal fees** necessary to complete the work in accordance with the Contract Documents. In case of discrepancy between the words and the numerals, the **words shall govern. Ditto marks are not considered. Extraneous writing or printing shall not be used. The Bidder shall sign his Bid correctly**. If the Bid is made by an individual, **his name and post office address must be shown**. If made by a firm or partnership or by a corporation, the **Bid must be signed by an official of the firm, partnership or corporation authorized to sign Contracts**, and must also show the **post office address of the firm, partnership or corporation**.

3. SECURITY FOR BIDS

Each Bid must be accompanied by a **Bid Bond** with surety acceptable to the Town or a **Certified Check** of the Bidder in the amount equal to **TEN PERCENT (10%)** of the amount of the Bid. The successful Bidder, upon his failure or refusal to execute and deliver the Contract, Certificates of Insurance or Bonds required within **FIFTEEN (15) DAYS**, unless otherwise agreed upon, after he has received notice of the acceptance of the Bid **shall forfeit to the Town, as liquidated damages for such failure or refusal, the Bid Surety submitted with this Bid**. Such Checks or Bid Bonds will be returned to all except the lowest Bidder, **within ten (10) days** after the opening of Bids. The remaining Checks or Bid Bonds will be returned promptly after the Town and the accepted Bidder have executed the Contract, unless forfeited as hereinafter stipulated, or, **if no award has been made, within sixty (60) days** after the date of the opening of the Bids, upon demand of the Bidder at any time thereafter, except that with the approval of the Bidder and the Surety, the Town may **extend the time for the award and may retain the Bid and Certified Check or Bid Bond of the low Bidder for as long a time as may be agreed upon by the Town, Bidder and Surety**.

BID FORM

BID PROPOSAL
REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION OF
NEW EPDM ROOF SYSTEM
FOXON RECREATIONAL FACILITY
1408 NORTH HIGH STREET - EAST HAVEN, CONNECTICUT

TO: PROPOSAL OF: NAME _____
COMPANY NAME _____
STREET ADREESS _____
CITY, STATE, ZIP _____

I have reviewed the Bid Documents entitled "REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION OF NEW EPDM SYSTEM, FOXON RECREATIONAL FACILITY, 1408 NORTH HIGH STREET - EAST HAVEN, CONNECTICUT ". as prepared by the Engineering Department, Town of East Haven, as listed in the Project Manual Table of Contents and Addenda numbered and dated as follows:

I have included the provisions of the above Bid Documents and Addenda in my Bid. I have examined the Bid documents and existing site and building, visited the site, and I submit the following Bid:

In submitting this Bid, I agree as follows:

1. To hold open my Bid for Thirty days (30) after Bid Opening.
2. To enter into and execute a Contract. if awarded on the basis of this Bid, according to the Contract Form listed in The Project Manual.
3. To deliver properly executed Performance Bond and Payment Bond as described in The Instructions at the time of execution of The Contract. The amount of the premiums for the subject Bonds is included in the lump sum price below.
4. To accomplish the work in accord with the Contract documents.
5. To begin work within _____ calendar days of official "Notice of Acceptance" of Bid or execution of Contract, whichever is first.
6. To substantially complete the work within _____ Calendar days of "Acceptance of Bid" or execution of Contract, whichever is first, but not later than _____

BASE BID:

_____ will furnish ALL labor, materials, equipment
(Name of Company)

and services necessary to perform the work required by the Bid documents including installation of fully adhered EPDM Roofing System and Roof Insulation after complete removal of existing Roof System and Disposal of said existing Roof System in complete compliance with ALL Federal, State and Local Environmental Standards and Laws and will take in full payment therefore the Lump Sum Price of:

_____ Dollars (\$) _____).

NOTE: The warranty quoted in the Base Bid for all labor and material is the Industry Standard of 20 years. Please provide a price to be added to the Base Bid to increase the warranty period to 25 years.

QUOTED PRICES:

The following prices are for labor and materials that may be required as a result of change to the Contract Documents. These prices are hereby made a part of the Bid. These prices include overhead and profit.

ADD

1. Removal and Replacement of existing wood roof deck: _____ Per sq. ft

(NOTE: Not to be used as part of Base Bid, but only extra work if required.)

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in The Bid have been arrived at independently without collusion, consultation, communication, or Agreement, for the purpose of restricting competition. as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by The Bidder and will not knowingly be disclosed by The Bidder prior to opening. directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by The Bidder to induce any other person partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

The Bidder, by submittal of this Bid, agrees with The Owner that the amount of the Bid security deposited with this Bid fairly and reasonably represents the amount of damages The Owner will suffer due to the failure of The Bidder to fulfill his/ her Agreements as above provided:

(Firm Name)

By: _____
(Signature and Title of Authorized Representative)

(Business Address)

(Telephone Number) (Fax Number)

(City and State)

Date: _____

The Bidder is:

1. Corporation, licensed in The State of _____
2. Partnership
3. Individual

NOTE:

If the Bidder is a corporation, affix corporate seal and give below the names of its Presidents, Treasurer, and General Manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

Also, if the Bidder is a corporation, attach a statement of authorization to submit this proposal from the governing body of the corporation.

Corporate Seal:

INSTRUCTIONS TO BIDDERS

A. INSTRUCTIONS TO BIDDERS

Instructions to Bidders, AIA Document A701, 1987 Edition, pages 1-5 inclusive, with minor edits, is hereby made a part of this specification to the same extent as if bound herein.

The Table of Contents included in the Instructions to Bidders is as follows:

1. Definitions
2. Bidder's Representations
3. Bidding Documents
4. Bidding Procedures
5. Consideration of Bids
6. Post-Bid Information
7. Performance Bond and Payment Bond
8. Form of Agreement between Owner and Contractor

END OF INSTRUCTIONS TO BIDDER



AIA Document A701

Instructions to Bidders

1987 EDITION

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A701-1987 1

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ARTICLE 1

DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor. Conditions of the Contract (General, Supplementary, and other Conditions). Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 on other contract documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Document as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A unit Price is an amount stated in the Bid as a price per unit of measurement for materials,

equipment or services or a portion of the Work as described in the Bidding Documents.

- 1.8 A bidder is a person or entity who submits a Bid.
- 1.9 A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a proportion of the Work.

ARTICLE 2

2.1 The Bidder by making a Bid represent that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith

2.1.2 The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction

2.1.3 The Bidder has visited the site, becomes familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Document

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Document without exception

ARTICLE 3

BIDDER'S REPRESENTATIONS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good

condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to Bidders.

3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being Bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Engineer at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for and evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract Documents.

3.4 ADDENDA

3.3.1 Addenda will be mailed or delivered to all who are known by issuing the office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4

BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where two or more Bids for designated portions of the work have been requested the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 If so stipulated in the Advertisement of Invitation to Bid, or supplementary instructions to bidders, each Bid shall be accompanied by a bid security in the form and amount required, pledging the Bidder will enter into a Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Sub-paragraph 6.2.1.

4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix the bond a certified and current copy of the power of attorney.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5

COSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders. When it has been stated that bids will be opened privately, an abstract of the same information may, the discretion of the Owner,

be made available to the Bidders within a reasonable time.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bids security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the bid which, in the Owner's judgement, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order on combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the sum of the Base Bid and Alternates accepted.

ARTICLE 6

POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Engineer upon request, a properly executed AIA Document A306, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Bidder to whom award of a Contract is under

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Article 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

8.1.1 Unless otherwise required in the bidding documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to the Owner through the Engineer in writing:

.1 a designation of the Work to be performed with the Bidder's own;

.2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Engineer has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit and acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualification, bid security will not be forfeited.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Engineer have made no reasonable objection must be

used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Engineer.

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. The following supplements modify the "Instructions to Bidders", AIA Document A701, Fourth Edition, 1987. Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, The unaltered portions of the Instructions to Bidders shall remain in effect.
2. Article 2; Bidder's Representations
 - A. 2.1 .3 Add the following Clause 2.1 .3.1 to Subparagraph 2.1 .3:
 1. 2.1 .3.1 . Each Prime Bidder shall visit the site and examine the existing conditions prior to Bidding.
3. Article 4; Bidding Procedure
 - 4.1 . Form and Style of Bids
 - 4.1 .1 Add the following Sentence to Subparagraph 4.1 .1 :
Submit Bids in Duplicate, not Triplicate
 - Add the following Subparagraphs 4.1.8, 4.1.9, to Article 4, Paragraph 4.1:
 - 4.1.8 For additional work that is authorized and performed by the General Contractor, the cost to the Owner will include an allowance for overhead and profit, which is Fifteen Percent (15%) added to the total of time performed and material necessary to accomplish said work. For additional work that may be authorized and performed by Subcontractors, the General Contractor's overhead and profit shall not exceed a total of ten percent (10%) of the Sub Contractor's cost as calculated by means stated in the previous sentences.
 2. 4.1.9 State number of calendar days after award of Contract that work will begin and the number of calendar days to substantially complete the work in accordance with the Contract documents. If information supplied to Owner is not satisfactory, the owner shall notify the successful Bidder of same, and Bidder may revise said information to satisfy the Owner's requirements. If no resolution is found acceptable, the Owner may reject said Bid.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

STATEMENT OF BIDDER'S QUALIFICATIONS**(To be submitted with The Bid)**

All 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 He/She desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated?
5. How many years have you been engaged in the Contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each Contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete the work awarded to you?
If so, where and why?
Have you ever defaulted on a Contract?
If so, where and why?
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your major equipment **available for this Contract.**
11. List your experience in work similar to this project.
12. List the background and experience of the principal members of your organization, including officers.
13. List the work to be performed by Subcontractors and summarize the dollar value of each Sub Contract.
14. Credit available: \$ _____
15. Give Bank References: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

17. The undersigned hereby authorized 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 this _____ day of _____, 20_____.

By: _____
(Name of Bidder)

Title: _____

State of _____

County of _____

deposes and says that he/she is _____ of _____

(Name of Organization)

and that the answers to the foregoing 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 _____.

END OF BIDDERS QUALIFICATION STATEMENT FORM

BID SURETY

For purposes of this Bid, the value of Bid surety to be submitted is established at **TEN PERCENT (10%)** of The Bid for the first year of the Contract, per the provisions of the Specifications.

Surety must be in the form of a Bid Bond or Certified Check and must accompany the sealed Bid.

PERFORMANCE BOND

The successful Bidder shall provide a Performance Bond, in an amount equal to one hundred percent (100%) of the amount of the Contract Price. Should the Contractor fail to perform as outlined in these specifications, such bond will be used by the Town to have the Contract completed to specification in a timely fashion, saving the Town whole. The Performance Bond must be executed by a company authorized to do business in the State of Connecticut, on a form to be supplied by the Town or other form acceptable to the Town.

In lieu of a Performance Bond, the successful Bidder may submit an Irrevocable Letter of Credit from a bank, a Certified Check or a Savings Passbook in an amount equal to one hundred percent (100%) of the value of the Contract award.

INSURANCE

Insurance requirements are on the next two (2) pages. Contractor must provide the Town with a Certificate of Insurance naming the Town as additional insured prior to execution of the Contract. Insurance must be kept in force during the life of the Contract period.

sur

TOWN OF EAST HAVEN

INSURANCE REQUIREMENTS

A. The Contractor shall carry or require that there be carried, Worker's Compensation Insurance for all company employees and those of its subcontractors engaged in work at the site, in accordance with State of Connecticut Worker's Compensation Laws. If self-insured, the Contractor shall certify that it is not in arrears to Second Injury Fund payments.

B. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$1,000,000 C.S.L. to protect the Contractor and its subcontractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, etc., in the construction of the improvements embraced in this contract.

C. The Contractor shall carry, during the life of the contract, Property Damage Insurance in an amount of not less than \$500,000 to protect it and its subcontractors from claims for property damage which might arise from operations under the contract.

D. The Contractor shall carry, and require that its subcontractors carry, Automobile Insurance covering all motor vehicles used on the work with limits of \$1,000,000 C.S.L. personal injury liability and \$500,000 property damage liability, to protect against claims which might arise from the operations of this contract.

E. The Contractor shall carry, during the life of the contract, Product Liability Insurance with limits of not less than \$1,000,000 to protect against claims which might arise from operations under the contract.

F. The successful bidder shall provide Certificates of Insurance showing coverage by an insurance carrier authorized by the State of Connecticut to write insurance in the State. The certificates shall show the Town of East Haven as an additional named insured and shall be submitted to the Director of Finance prior to providing any services under the contract. Said certificates should contain the following endorsements:

1. The Contractor agrees to hold harmless and indemnify the Town for claims arising out of negligence, gross negligence and/or willful acts of the Contractor or any of its subcontractors in the performance of its services under this agreement.

2. The Contractor and insurance carrier waive governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the Town of East Haven.

continuation

Page 2

TOWN OF EAST HAVEN INSURANCE REQUIREMENTS

In addition, please note that all Certificates of Insurance should include:

3. endorsement of the work description, contract name and number and location;
4. an endorsement that the insurance company will give at least thirty (30) days written notice to the Town prior to any modification or cancellation of any such insurance coverage; and
5. an endorsement that the Contractor will be responsible for the payment of all insurance premiums and/or charges.

G. At the discretion of the Town, the Contractor may be asked to submit copies of its Worker's Compensation and Manufacturer's and Contractor's Public Liability, Property Damage, Automobile, Fire and Extended Coverage, if applicable, insurance policies to the Town of East Haven for review and approval. The Town of East Haven may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its subcontractors to obtain policies of similar insurance before each commences work. All such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Town of East Haven and shall be kept in force until the Contractor's work is accepted by the Town of East Haven. Contracts of insurance covering all operations under this contract which expire before the Contractor's work is accepted by the Town of East Haven shall be renewed and new Certificates of Insurance submitted to the Town of East Haven for its approval.

insurnce

IMPORTANT:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

ppbond

**TOWN OF EAST HAVEN
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____ as **PRINCIPAL**,
and _____ as **SURETY**, are
held firmly bound unto the Town of East Haven, Connecticut hereinafter called
the "Town", in the penal sum of _____ Dollars,
(\$ _____), lawful money of the United States for the
payment of which sum well and truly to be made, we bind ourselves, heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal
has submitted the Accompanying Bid, dated _____, 20____,
for _____

NOW THEREFORE, if the Principal shall not withdraw said Bid within the
period specified therein after the opening of the same, or within any extended
time period agreed to by the Principal, Surety and Town, or, if no period be
specified, within ninety (90) days after the said opening, and shall within the
period specified therefore, or if no period be specified, within ten (10) days after
the prescribed forms are presented to him for signature, enter into a written
Contract with the Town in accordance with the Bid as accepted, and give
bond with good and sufficient surety or sureties, as may be required, for the
faithful performance and proper fulfillment of such Contract or in the event of
the withdrawal of said Bid within the period specified, or failure to enter into such
Contract shall pay the Town the difference between the amount specified in
said Bid and the amount for which the Town may procure the required work or
supplies or both, if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and
virtue.

Failure to comply with the aforementioned condition shall result in the
forfeiture of the Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above bounded parties have exacted this
instrument under their several seals this _____ day of _____, 20____,
the name and corporate seal of each by its undersigned representative,
pursuant to authority of its governing body.

BID BOND

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

In the presence of:

Individual Principal (SEAL)

Business Address Phone

Individual Principal (SEAL)

Business Address Phone

Attest:

By: _____
Corporate Principal

Business Address Phone

By: _____

Attest:

**Affix
Corporate
Seal**

Corporate Surety

Business Address Phone

By: _____

**Affix
Corporate
Seal**

Counter signed by: _____

*Attorney - in - Fact, State of _____

*Power - of - Attorney for person signing for Surety Company must be attached to bond.

Bidbond

TOWN OF EAST HAVEN

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

SS

County of _____

being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent of)
_____ the Bidder that submitted the Bid.
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Such Bid is genuine and is not 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 prices or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of East Haven or any person interested in the proposed contract.
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,

TOWN OF EAST HAVEN

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

representatives, owners, employees or parties in interest, including his
affiant: and

6. That no officer or employee or other person whose salary payable in whole or in part from the Town Treasury 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 to before me on this _____ day of _____, 20__

Signed

Title

Seal Required:

My Commission expires _____, 20__

prmbdaf

NOTIFICATION TO BIDDERS

This contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the *Connecticut General Statutes* and, when the awarding agency is the state, Section 46a-71(d) of the *Connecticut General Statutes*. There are Contract Compliance Regulations codified at Section 4-114a-1 *et seq.* of the *Regulations of Connecticut State Agencies* which establish a procedure for the awarding of all contracts covered by Section 4-114a and 46a-71(d) of the *Connecticut General Statutes*.

According to Section 4-114a-3(9) of the *Regulations of Connecticut State Agencies regarding Contract Compliance*, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4-114a of the *Connecticut General Statutes* as a business wherein fifty-one percent or more of the capital stock, or assets belong to 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 Section 32-9n(a)." "Minority" groups are defined in Section 32-9n(a) of the *Connecticut General Statutes* as "(1) Black Americans (2) Hispanic Americans... (3) Women... (4) Asian Pacific Americans and Pacific Island or (5) American

Indians..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114a-1(1) of the *Regulations of Connecticut State Agencies regarding Contract Compliance*.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan:
- (b) the bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 inclusive, of the *Regulations of Connecticut State Agencies*:
- (c) the bidder's promise to develop and implement a successful affirmative action plan:
- (d) the bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area: and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 4-114a-3(10) of the *Regulations of Connecticut State Agencies regarding Contract Compliance*.

INSTRUCTION: Bidder must sign acknowledgement below, detach along dotted line, and return acknowledgement to Awarding Agency along with bid proposal.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders."

Signature

Date

On behalf of: _____

CONTRACT COMPLIANCE DATA FORM

(If your organization files a Federal EEO-1 or EEO-4 form, substitute it for this form.)

1. PRIME CONTRACTOR (name) _____ PRINCIPAL OFFICER (name) _____ (title) _____

ADDRESS (contractor) (street) town) (zip) _____

Use figures for pay period ending nearest 15th of previous month.

JOB CATEGORIES	OVERALL TOTALS Male & Female	A. WHITE (NOT OF HISPANIC ORIGIN)		B. BLACK (NOT OF HISPANIC ORIGIN)		C. HISPANIC		D. OTHER	
		Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craft Wkrs. (skilled)									
Operatives (semi-skilled)									
Laborers (unskilled)									
Service Workers									
TOTALS ABOVE									
TOTALS ONE YEAR AGO									
Apprentices									

Is the composition of your work force at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area? Yes [] No []

Does the contractor promise to set aside a portion of the contract for legitimate minority business enterprises? Yes [] No []

CONTRACTOR'S AUTHORIZED SIGNATURE _____

DATE _____

**CONTRACTOR'S MINORITY BUSINESS ENTERPRISES
UTILIZATION FORM**

NAME AND ADDRESS OF AWARDING AGENCY:	NAME AND ADDRESS OF CONTRACTOR:	
CONTRACT		
<p>NOTICE TO CONTRACTOR: Under Section 4-114a-3 of the Contract Compliance Regulations, contractors are required to make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBEs) as subcontractors and suppliers of materials on all projects subject to contract compliance requirements. The contract which is referenced above is subject to contract compliance requirements.</p> <p>INSTRUCTIONS: List the names and addresses of all MBEs you have selected as subcontractors and suppliers of materials for this project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria for MBEs set out in Section 4-114a of the Connecticut General Statutes, Contractors MUST complete the attached affidavit. If such businesses are not currently registered with the Department of Economic Development and if the contractor wishes the Commission on Human Rights and Opportunities (CHRO) to consider favorably the selection of an unregistered MBE in the evaluation of the contractor's good faith efforts, contractors MUST complete the attached affidavit. In either case, the affidavit must be filled out in <u>triplicate</u>, with the <u>original</u> sent to the CHRO, Contract Compliance Unit, 10 Washington Street, Hartford, Connecticut 06106; one <u>copy</u> sent to the Awarding Agency; one <u>copy</u> retained by contractor. If the contractor does not wish the CHRO to consider selection of an unregistered MBE in its evaluation of the contractor's good faith efforts, no affidavit need be made.</p> <p align="center">(Attach additional pages if necessary, using same headings)</p>		
NAME AND ADDRESS OF ALL MBE SUBCONTRACTOR(S) OR SUPPLIER(S) OF MATERIALS:	Check here if MBE(s) qualify under Sec- tion 4-114a of the <u>Conn. Gen. Stats.</u>	Check here if MBE is unregistered but wants consideration for good faith efforts

CERTIFICATE OF CORPORATION

I, _____, certify that I am the Secretary of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation was then _____ of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Corporate Seal)

**NOTICE TO LABOR UNIONS
OR
OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT**

TO: _____
(Name of Union or Organization of workers)

The undersigned currently holds (a) Contract(s) with the Town of East Haven or (a) Subcontract(s) with a Prime Contractor holding such Contract(s).

You are advised that under the provisions of the above Contract(s) or Subcontract(s), and in accordance with the Executive Order 11246, dated September 24, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**HIRING, PLACEMENT, UPGRADING, TRANSFER,
DEMOTION, RECRUITMENT, ADVERTISING OR
SOLICITATION FOR EMPLOYMENT, TRAINING DURING
EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICEMENT, LAYOFF, OR
TERMINATION.**

This notice is furnished to you pursuant to the provisions of the above Contract(s) or Subcontracts(s) and Executive Order 11246.

**COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS
PLACES AVAILABLE TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT**

<input type="checkbox"/> We are an open shop.	_____ <div style="text-align: right;">Company Name</div>
<input type="checkbox"/> We are a closed shop.	_____ <div style="text-align: right;">Address</div>
	_____ <div style="text-align: right;">City and State</div>
	_____ <div style="text-align: right;">(Contractor or Subcontractor)</div>

_____ Date

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

TOWN OF EAST HAVEN

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT -

Any vendor or bidder seeking to do business with the Town of East Haven must, upon request, supply the Finance Office with any information concerning the Affirmative Action/Equal Employment Practices of the vendor/bidder. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of East Haven.

NOTE -

All vendor/bidders with more than ten (10) employees shall be required to complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis except as noted below:

1. All vendors or bidders with less than ten (10) employees are exempt from this requirement:
2. All vendors/bidders that have completed this form within the last year:

If either of the above applies, please indicate the:

a. number of employees: _____

b. completed this form within one (1) year:
yes ___ no ___

date completed: _____

FOR SEALED BIDS -

All bidders submitting a sealed bid will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a Xerox copy of the initial form included with you bid. If significant changes have taken place in the past year, please update the changes on this form.

Contact Person

Company Name

Address and Zip Code

Telephone Number

Fax Number

Type of Organization (Please Check One)

Corporation

Partnership

Individual

If vendor/bidder filling this Application is not the above named company, please provide the name address, telephone and fax number of the reporting unit, branch agent, representative.

Agent / Representative

Unit

Address and Zip Code

Telephone Number

Fax Number

EQUAL EMPLOYMENT OPPORTUNITY -

The vendor/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity?
yes no If yes, attach a copy.
2. In recruiting employees, are all sources of recruitment notified that all qualified applicants will receive equitable consideration?

If yes, provide a brief description of what methods were employed:

3. Do all recruitment advertisements state that your are an Equal Opportunity Employer?
yes ___ no ___

4. Please list by name and contact person, any local community agency or other group providing minority and female placement service which you have contacted in the last twelve (12) months. If none, please state:

5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within you company please indicate.

6. Does your company maintain a written Affirmative Action Plan for the employment of females and minorities:
yes ___ no ___ If yes, attach a copy.

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

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve (12) months and indicate the numerical or percentage goals you have set for the employment of minority people and females too make your labor force reflective of the labor market in which you operate.

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Town of East Haven. The vendor is further advised the Affirmative Action Statement included with the bid document will become a part of the Contract and that any breach of such statements will constitute a breach of Contract subject to such remedies as provided by law.

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

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

Signed

Title

Seal Required:

My Commission expires _____, 20__

REFERENCES

1.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
2.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
3.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
4.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
5.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
6.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	
7.	PROJECT NAME: _____	CONTRACT	AMOUNT:
	LOCATION OF PROJECT: _____		
	CONTACT PERSON/OWNER: _____		
	ADDRESS: _____	TELEPHONE #: _____	

GENERAL CONDITIONS

GENERAL CONDITIONS

A. GENERAL

The Director of Public Services or his designated Agent shall be the Town's direct contact with the Contractor. Periodic conferences may be held to review the status of work. Written status reports may also be required of the Contractor. The Contractor shall designate one (1) person who shall be the Contractor's contact with the Town, who shall have the authority to act in accordance with the terms of this Contract.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees. The Contractor shall furnish the Town of East Haven upon request, a list of names, addresses and ages of employees working for the Contractor.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents.

B. INDEMNITY

The Contractor agrees to **indemnify the Town against and save the Town harmless** from any and all liability and loss from any demand, claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor and for damage to any property that may occur or that may be alleged to have occurred as part of or in the course of the performance of the work, or from failure to guard against the same, and for any governmental fine or penalty or enforcement action **(including but not limited to such action with regard to environmental regulations)** whether such act or failure to act is by the Contractor or any SubContractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, and the Contractor agrees, at its own expense, to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment or penalty should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.

C. INSURANCE

Before commencing work, the Contractor shall obtain Certificates of Insurance and deliver same to the Director of Finance and shall maintain insurance of kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; during the performance of the work such Certificates shall contain provisions that the Town shall be given **thirty (30) days** advance written notice by registered mail of change in, or cancellation of, coverage and the **Town shall be named additional insured** therein;

1. REQUIREMENTS

A. WORKERS COMPENSATION -

The Contractor shall obtain Compensation Insurance as required under the

Worker's Compensation Law of the State of Connecticut, covering all his employees and further agrees to **indemnify and save harmless the Town** from all liability, demands, losses and expenses that may arise on account of any injury to any of his said employees or as a result of any action or inaction by the Contractor. If Self Insured, the Contractor shall certify that it is **not in arrears to Second Injury Funds payments**.

B. LIABILITY INSURANCE -

The Contractor shall carry Manufacturer's and Contractor's Public Liability Insurance with limits of \$1,000,000 C.S.L. to protect the Contractor and its SubContractors against claims for injury to or death of one or more than one person because of accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, Bulky Waste compacting and hauling vehicles, etc., in the execution of this Contract.

C. PROPERTY DAMAGE -

The Contractor shall carry, during the life of the Contract, Property Damage Insurance in an amount of not less than \$500,000 to protect it and its SubContractors from claims for property damage which might arise from operations under the Contract.

D. AUTOMOBILE INSURANCE-

The Contractor shall carry, and require that its SubContractors carry, Automobile Insurance covering all motor vehicles used on the work with limits of \$1,000,000 C.S.L. personal injury liability and \$500,000 property damage liability, to protect against claims which might arise from the operations of this Contract.

E. PRODUCT LIABILITY INSURANCE -

The Contractor shall carry, during the life of the Contract, Product Liability Insurance with limits of not less than \$1,000,000 to protect against claims which might arise from operations under the Contract.

F. ADDITIONAL NAMED INSURED -

The successful Bidder shall provide Certificates of Insurance showing coverage by an Insurance Carrier authorized by the **State of Connecticut** to write insurance in the State. The Certificate shall show the Town of East Haven as an **additional name insured** and shall be submitted to the Director of Finance prior to providing any services under the Contract. Said Certificate should contain the following endorsements:

1. The Contractor agrees to **hold harmless and indemnify the Town** for claims arising out of negligence, gross negligence and/or willful acts of the Contractor or any of its SubContractors in the performance of its services under this Agreement.

2.

The Contractor and Insurance Carrier **waive governmental immunity** in the adjustment of claims or the defense of any suit, action or claim brought against the Town of East Haven.

IN ADDITION, PLEASE NOTE THAT ALL CERTIFICATES OF INSURANCE MUST INCLUDE:

3. endorsement of the work description, Contract name and number and location;
4. an endorsement that the Insurance Company will give at least **thirty (30) days** written notice to the Town prior to any modifications or cancellation of any such insurance coverage; and
5. an endorsement that the Contractor will be responsible for the payment of all insurance premiums and/or charges.

G. VARIOUS INSURANCE -

At the direction of the Town, the Contractor may be asked to submit copies of its Worker's Compensation and Manufacturer's and Contractor's Public Liability, Property Damage, Automobile, Fire and Extended Coverage, if applicable, Insurance Policies to the Town of East Haven for review and approval. The Town of East Haven may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its SubContractors to obtain policies of similar insurance before each commences work. All such insurance shall be carried with financially responsible Insurance Companies, **licensed in the State of Connecticut** and approved by the **Town of East Haven** and shall be kept in force until the Contractor's work is accepted by the Town of East Haven. Contracts of Insurance covering all operations under this Contract which expire before the Contractor's work is accepted by the Town of East Haven **shall be renewed and new Certificates of Insurance** submitted to the Town of East Haven for its approval.

The above Insurance requirements shall also apply to all SubContractors and the Contractor shall not permit any SubContractor to commence work until the SubContractor has acquired the necessary Insurance and approval is granted for same.

D. FAILURE TO PERFORM -

If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he fails to supply enough properly skilled laborers or proper equipment or material, or if he fails to make prompt payment to his employees, or persistently disregards instruction of the Town, or fails to prosecute the work or any separate part thereof with such diligence as will insure its completion in accordance with the terms of this Contract, or fails to observe or perform the provisions of the Contract Documents, or otherwise be guilty of a violation of any provision of the Contract Documents, then the Town may serve **written notice** to the Contractor, **without prejudice** to

any other rights or remedies of the Town of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within **five (5) days** after the serving of such notice upon the Contractor, such violation shall be corrected or delay shall cease, the Contract shall, upon expiration of said **five (5) days**, cease and terminate.

In such event, the Town will take over the work and prosecute the same to completion by Contract or otherwise, the Contractor and his Sureties shall be liable to the Town for any excess cost occasioned to the Town thereby. **The foregoing provisions are in addition to, and not in limitation of the rights of the Town under any other provisions of the Contract Document.**

SUBCONTRACTING

The Contractor agrees not to transfer, sublet or assign this Contract or any portion thereof. to any person, firm or corporation or in any way vary the terms of this Contract without the written authorization of the Town.

COMPLIANCE WITH LAWS, ORDINANCES, ETC.

All work performed in accordance with this Contract shall comply in every respect with *all* applicable laws, ordinances or regulations now *in* effect or hereafter adopted by the *Federal* Government, the State of Connecticut and the Town.

COMPETENCY OF CONTRACTORS

1. Each Bidder shall submit with his proposal a listing of recent Municipal work performed within the State of Connecticut Submission of such listing constitutes permission for the Town to inquire of the entities so listed as to any matter or matters deemed by the Town. in its sofe discretion, to be relevant to the awarding of the Contract.
2. Each Bidder shall have the minimum of **five (5) years** experience as a Municipal Contractor.
3. All Bidders shall be responsible to familiarize themselves with existing site Conditions and shall be responsible to inspect each site prior to their submission of a Bid and must be familiar with the streets and municipal buildings in the Town of East Haven. Submission of a proposal shall mean the Bidder has complied with the provisions of this paragraph.

SUPPLEMENTARY CONDITIONS

BONDS

1. BID BOND

Each Bid must be accompanied by a Bid Bond with a Surety acceptable to the Town or a Certified Check of the Bidder in the amount equal to ten (10%) percent of the amount Bid.

2. PERFORMANCE BOND

The selected Contractor shall be required to provide a Performance Bond equal to 100% of the Contract amount to the Town of East Haven prior to the execution of the Contract. The Performance Bond shall be written on the form provided and by a Licensed Surety Agency authorized to transact business in the State of Connecticut. The Bond shall be subject to approval by the Town Attorney. The Performance Bond shall be kept in effect for the entire duration of the Contract.

3. In addition to the required bonds, the Contractor shall be required to submit evidence of their ability to perform this Contract and then maintain the necessary capital materials and machinery to conduct the work to the satisfaction of the Town prior to the execution of the Contract.

4. The Town reserves the right to waive any informality or defect in any Bid or to reject any and all Bids.

SUPPLEMENTARY CONDITIONS

1. THE GENERAL CONDITIONS

The work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction," 1987 Edition, herein referred to as the General Conditions.

2. THE SUPPLEMENTARY CONDITIONS

The Supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

3. ARTICLE 1 – CONTRACT DOCUMENTS

A. 1.1 DEFINITIONS

1. Add the following Item:

1.1.9 SUBCONTRACTOR

A person, firm or corporation supplying labor and materials or only labor, for work at the site of the project, for and under separate Contract or Agreement with the Contractor.

2. Add the following item:

1.1.10 APPRENTICE

(1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship agency recognized by the Bureau; or (2) a person in his/her first ninety (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 Council (where appropriate) to be eligible for probationary employment as an apprentice.

3. Add the following item:

1.1.11 TRAINEE

A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

4. Add the following item:

1.1.12 ARCHITECT V. ENGINEER

When the word "Architect" appears in the specifications/contract/addenda, the term "Engineer" can be substituted.

B. 1. ITEM 1.2.5

Supplement the paragraph as follows:

When applied to materials and equipment required for the work, the words "furnish", "install", and "provide" shall mean the following:

- a. The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use.
- b. The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
- c. The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use, and perform all services except those included under the term "furnish".
- d. The phrase "furnish and install shall be equivalent to the word "provide". Each shall be interpreted to mean, "The Contractor shall furnish ALL labor, material, and equipment and install..."

2. Add the following as Item 1.2.6:

All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another Contract", or "provided by the Owner", or "by others", or "not in Contract (NIC)".

3. Add the following as Item 1.2.6

All work shown or referred to in the Contract Documents shall be included in the contract excepting those items which are specifically noted as being "provided under another contract", or "not in contract (NIC)".

4. Add the following as 1.2.7

Parties to contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy should immediately be given in writing to the Architect to make such corrections as interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

5. Add the following as item 1.2.8:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

4. **ARTICLE 3 - CONTRACTOR**

A. 3.3 **SUPERVISION AND CONSTRUCTION PROCEDURES**

1. Add the following as Item 3.3.5:

"The Contractor shall require that the Conduct of **ALL** workmen and other construction personnel shall be of the highest respectable character. Personnel under the Contractor's control who violates the above, or exhibit vulgarity in their behavior or language, shall be permanently restricted from working on the Project by the Contractor."

B. 3.4 **LABOR AND MATERIALS**

1. Add the following as Item 3.4.3:

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers', or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties, imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. Should the contractor wish to substitute another product or method for products or methods specified or shown in "Contract Documents", whether or not such phrases as "or equal", "equal to" or "based on" are used he shall apply in writing for approval. He shall enclose such data as Engineer requires to evaluate products or methods, including design, details, calculations, etc., prepared by an Architect or Engineer, as applicable, licensed in the State of Connecticut. Data submitted shall be sealed and signed by the responsible Architect or Engineer. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

2. Add the following as Item 3.4.4:

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale Contract or other Agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

C. 3.5. WARRANTY

1. Add the following as Item 3.5.2:

- a. Project warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective, or not in accordance with the terms of the Contract. This warranty unless stated otherwise in a given section of the Specifications shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial completion for the Project.
- b. Specified product warranty: Issued by a manufacturer or fabricator for compliance with requirements of Contract Documents. Refer to sections of Specifications for requirements of specified warranties.
- c. Coincidental product warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. The Contractor shall identify such warranty as they apply.
- d. Warranty Obligations:
 1. Contractor shall restore or remove - and -replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.
 2. Contractor shall restore or remove - and - replace other work which has been damaged
 3. Cost of restoration or removal - and - replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.
 4. Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.
 5. Upon restoration or removal - and - replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the remaining period of time of the original

warranty, but for not less than half of the original warranty period.

6. Warranties and warranty periods shall not diminish implied warranties and shall not deprive Owner of actions, rights and remedies otherwise available if the Contractor fails to fulfill requirements of the Contract Documents.
 7. Owner reserves right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Document
- e. Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions.

D. 3.6 TAXES

1. ITEM 3.6.1

Amended to include the following:

- a. No amount shall be included in the bid for State Sales Tax or for Federal Excise tax on materials or supplies purchased for this project. The owner has a municipal tax exemption.

E. 3.7. PERMITS, FEES AND NOTICES

1. ITEM 3.7.1

Amended to include the following:

- a. The Contractor shall pay costs charged by utility companies for service connections inspections and tests, and related utility company fees normally assessed as part of the construction process.
- b. A Building Permit issued by the Town of East Haven will be required. A fee will **NOT** be charged for the permit. The contractor shall be responsible for obtaining required permits and for making the necessary arrangements for Local Building Official inspections

F. CONTRACTORS CONSTRUCTION SCHEDULE

1. Amend Item 3.10.1 to read:

The Contractor, within two (2) days after being awarded the Contract shall prepare and submit for the Owner and Engineers information, a Contractors Construction Schedule for work.

G. 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1. ADD ITEM 3.12.13:

- b. The Engineer will NOT review partial submissions for which correlated items have not been received.

H. 3.17 ROYALTIES AND PATENTS

1. Delete 3.17 - Substitute the following as item 3.17

The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contractor, including its use by the Owner, unless otherwise specifically stipulated in the Contract documents.

License or Royalty Fee: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his/her authorized licensee, direct by the Owner and not by or through the Contractor. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

The Contractor and/or his/her Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

5. ARTICLE 8 - TIME

A. 8.1 DEFINITIONS

1. Add the following as item 8.1.1.1:

The project shall be substantially complete not later than **forty-five(45)** days after award of the Contract.

2. Add the following as item 8.2.4:
Liquidated Damages:

The Contractor and the Contractors surety shall be liable and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work is substantially complete.

Two hundred and fifty dollars (\$250.00)

7. ARTICLE 9: PAYMENTS AND COMPLETION

A. 9.3 APPLICATIONS FOR PAYMENT

1. Amend item 9.3.1 as follows:

The Contractor shall submit Application for Payment within five days (5) before or after the end of the Application Period (end of month).

2. Add the following to Item 9.3.1:

ITEM 9.3.1.3

Payments shall be for ninety percent (90) of the estimated value of the work completed, and ninety percent (90) of the value of material and equipment delivered and stored at the site or suitably warehoused off - site. The remaining ten percent (10) will be retained by the Owner until the project is substantially completed. At that time the total amount retained may be reduced to five percent (5), at the Owner's discretion, which will be retained until final acceptance of the project in accordance with the Contract Documents. Applications for payment for material and equipment stored on or off - site shall be accompanied by Certificates of Insurance indicating complete overage as required by the Contract. NO off site material will be paid for.

3. Add the following item to Item 9.3.2:

ITEM 9.3.2.1

Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work under the following conditions:

- a. Items to be protected from fire, theft, vandalism, weather, and other damage.
- b. Storage procedures and areas to be approved.
- c. Items to be available at all times for inspection by Owner and Architect.

4. Add the following as Item 9.3.4:

ITEM 9.3.4

Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid vendor.

- a. Such stored items are subject to inspection by Engineer before e payment is recommended.
- b. Contractor shall furnish Owner with Certificates of Insurance in accordance with Contract Documents for the full value of the items stored at the site.

B. 9.6 PROGRESS PAYMENTS

- 1) Add the following to Item 9.6.2:

ITEM 9.6.2.1

Contractor shall furnish Owner with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty days (30) after date of progress payment. Satisfactory evidence of payment shall be one of the following:

- a. Contractor's canceled check in correct amount with identification of invoices paid.
 - b. A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
- 2) Add the following to Item 9.6.5:

ITEM 9.6.5.1

Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

- 3) Add the following as Item 9.6.7:

If Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

C. 9.10 FINAL COMPLETION AND FINAL PAYMENT

- 1) Add the following as ITEM 9.10.5:

A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all Specification requirements covering the following items as applicable: Warranties, Operating and Maintenance Manuals,

Mechanical Test Data, Start Up Longs, and Project Record Documents.

8. **ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

A. 10.2 SAFETY OF PERSONS AND PROPERTY

1) Add the following ITEM 10.2.4:

a. Contractor shall not bring hazardous materials onto the site nor use in the work without compliance with the following conditions:

1. The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials involved in his/her work, when use is permitted. For such use, the Contractor shall obtain and forward necessary permits to the Owner for review before proceeding with use.

2. The Contractor shall obtain insurance for use of hazardous materials and furnish Certificates of Insurance in keeping with Conditions of the Contract.

ITEM 10.2.9

Provide and maintain fire protection equipment as required and approved by fire authorities. Build no fire on the premises.

ITEM 10.2.10

It shall be understood that the existing building and site will be occupied during the entire life of the Contract. The Contractor shall take all necessary precautions to protect the building and its occupants from hazardous construction dust and dirt. All required exit ways and fire apparatus access shall be maintained passable during construction.

ITEM 10.2.11

In order to protect the lives and health of his/her employees under the Contract, the Contractor shall comply with all pertinent provisions of the Contract Work House and Safety Standard Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of an in the course of employment on work under the Contract. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety and health standards promulgated by the Secretary of labor. The contractor alone shall be responsible for the safety, efficiency and adequacy of his/her plan, appliances, an methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

9.

ARTICLE 11 - INSURANCE AND BONDS

A.

AMEND ARTICLE 11 IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

1. Delete the semi-colon at the end of Clause 11.1.1.1 and add:

, including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified to mandatory coverage for the duration of the Project.

2. Delete the semi-colon at the end of Clause 11.1.1.2 and add:

or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that clause;

3. Add the following Clauses 11.1.1.8 and 11.1.1.9 to Subparagraph 11.1.1.1:

11.1.1.8 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises Operations (including X, C and U coverage's as applicable).
- b. Independent Contractors' Protective.
- c. Products and Completed Operations.
- d. Personal Injury Liability with Employment Exclusion deleted.
- e. Contractual, including specified provisions for Contractor's obligation under Paragraph 3.18.
- f. Non - owned, and hired motor vehicles.
- g. Broad Form Property Damage including Completed Operations.

11.1.1.9 If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims - made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

4. Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

(a) State:

Statutory

(b) Applicable Federal (e.g., Longshoremen's):

Statutory

(c) Employer's Liability:

\$100,000.00 per Accident

\$500,000.00 Disease, Policy Limit

\$100,000.00 Disease, Each Employee

2. Comprehensive or Commercial General Liability
(including Premises-Operations; Independent
Contractors' Protective; Products and Completed
Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$2,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

(b) Property Damage:

\$2,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

(c) Products and Completed Operations to be
maintained for 2 years after final payment:

\$2,000,000.00 Aggregate

(d) Property Damage Liability Insurance shall
provide X, C, and U coverage.

(e) Broad Form Property Damage Coverage shall
include Completed Operations.

3. Contractual Liability:

(a) Bodily Injury:

\$2,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal Secretary)
(SEAL)

(Principal)

By

Witness as to Principal
(Address)

(Address)

ATTEST:

(Surety) Secretary

(Surety)

Witness as to Surety
(Address)

By

Attorney - in -Fact

(Address)

NOTE:

Date of Bond must be prior to date BID.

1. Correct name of Contractor
2. A Corporation, a Partnership or an Individual as case may be
3. Correct name of Surety
4. If Contractor is Partnership, all partners should execute Bond

(b) Property Damage:

\$2,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

4.1. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00 Aggregate

4.2. Umbrella Insurance

\$5,000,000.00 Aggregate

5.1. Modify item 11.1.3:

Delete first sentence and replace with:

The Contractor shall not commence work under this contract until he/she has obtained all the insurance required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

5.2. Add to item 11.1.3:

For purposes of insurances, all notices shall be addressed to "Finance Director, Town of East Haven, 250 Main Street, East Haven, Connecticut 06512."

6. Add Item 11.1.4:

The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

7. Business Auto Liability (non-owned, and hired vehicles):

(a) Bodily Injury:

\$ 500,000.00 Each Person

\$1,000,000.00 Each Occurrence

(b) Property Damage:

\$ 100,000.00 Each Occurrence