Town of East Haven
Bid # 20-06 Removal/Installation Roof
Town Hall-Assessor’s Office

Sealed bids may be submitted to the Finance Office, 250 Main St. East Haven, Connecticut, 06512, on or before March 19th, 2020 at 10:30 a.m., when they will be opened.

Scope: Removal and disposal of existing roof and installation of new EPDM System and air conditioning system over the Assessor’s Office at 250 Main St. East Haven, Connecticut, 06512.

Specifications and Forms on which bids must be submitted will be available at the Finance Office, March 2nd, 2020, or they may be obtained online on the following Town Web Site:

www.townofeasthavenct.org

The Director of Finance reserves the right to reject any or all bids to waive defects in same if it deems in the best interest of the Town to do so.

The Town of East Haven is an Affirmative Action Employer.

Jim Keeley
Acting Director of Finance
TOWN OF EAST HAVEN

BID SPECIFICATIONS

AND

DOCUMENTS

CONTRACT REQUIREMENTS

FOR

THE REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION OF NEW EPDM SYSTEM ABOVE ASSESSOR’S OFFICE, TOWN HALL

250 MAIN STREET, EAST HAVEN, CT.

BID #20-06

PREPARED

BY THE

OFFICE OF THE TOWN ENGINEER

461 NORTH HIGH STREET

EAST HAVEN, CONNECTICUT

March 19th, 2020
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TOWN OF EAST HAVEN
DEPARTMENT OF PUBLIC SERVICES
REMOVAL AND DISPOSAL OF EXISTING ROOF AND INSTALLATION
OF NEW EPDM SYSTEM AT
ASSESSOR'S OFFICE 250 MAIN STREET

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 INSTALLATION OF NEW EPDM SYSTEM AT THE ASSESSOR’S OFFICE, 250 MAIN ST. EAST HAVEN, CT. 06512. 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 FIVE PERCENT (5%) 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 refuse, 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.
AIA Document A701

Instructions to Bidders
1987 EDITION

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00100-0
ARTICLE 1
DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consists 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 the 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, clarification 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 of 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 their Bidding Documents, is accepted.

1.7 A unit price is an amount stated in the Bid as 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
BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents 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
BIDDING DOCUMENTS

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 is preparing bids; neither the Owner nor the 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 or required function, dimension, appearance and quality to be met by any proposed substations.

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 substitutions 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

3.4.1 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 FORMS 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 to 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 id security, state the bidder’s refusal to accept award or less than the combination of bids stipulated by the bidder. The bidder shall make no additional stipulations on the id 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 person 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 or 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 no 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, then 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.

4.4 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 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
CONSIDERATION OF BIDS

5.1 OPENING 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 bid 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 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 the 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:

   a. a designation of the work to be performed with the bidder's own;

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

c. 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 an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover 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 obligation 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 sauces, 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 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.

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 from of Agreement Between Owner and Contractor where the Basis of payment is a stipulated sum.
BID FORM

BID PROPOSAL

REMOVAL AND INSTALLATION OF ROOF

TOWN HALL-ASSESSOR’S OFFICE

250 MAIN STREET, EAST HAVEN, CONNECTICUT

TO:

PROPOSAL OF: NAME___________________________

COMPANY NAME_____________________________

STREET ADDRESS_____________________________

CITY, STATE, ZIP_____________________________

I have reviewed the Bid Documents entitled “BID DOCUMENTS- INSTALLITION OF NEW EPDM SYSTEM AT THE ASSESSOR’S OFFICE, 250 MAIN ST. EAST HAVEN, CT. 06512.” 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 to 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 or Contract, whichever is first, but not later than __________________________.

00300-1
BASE BID:

will furnish ALL labor, materials, equipment, 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:

$\quad$ Dollars ($\quad$).

NOTE: The warranty quoted in the Base Bid for all labor and materials is the Industry Standard of 20 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.

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 or 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.

00300-2
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 Agreement 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:

END OF BID FORM SECTION

00300-3
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?
   a. If so, where and why?
9. Have you ever defaulted on a contract?
   a. If so, when and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List all major equipment available for this project.
12. List the experiences you have in work that is similar to this project
13. List the background and experience of the principal members of your organization, including officers.
14. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.
15. Credit available
   $ __________________________
16. Give bank references:

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the owner?
18. The undersigned hereby authorized and request 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____.

________________________________________
(Name of Bidder)

By: ______________________________________

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 BIDDER QUALIFICATION STATEMENT FORM

00310-2
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. The following supplements modify the "Instruction to Bidders," AIA Document A701m 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:
      i. 2.1.3.1 Each prime bidder shall visit the site and examine the existing conditions prior to bidding.

3. Article 4; Bidding Procedure
   a. 4.1 Form and Style of Bids
      i. 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 subcontractor’s cost as calculated by means stated in the previous sentences.

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

00320-1
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, 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 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__.

00330-2
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 bidder, 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 member 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) Hispanics 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

On behalf of:

Date

00340-1
## CONTRACT COMPLIANCE DATA FORM

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

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR (name)</th>
<th>PRINCIPAL OFFICER (name)</th>
<th>(title)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Overall Totals Male &amp; Female</th>
<th>A. White (not of Hispanic Origin)</th>
<th>B. Black (not of Hispanic Origin)</th>
<th>C. Hispanic</th>
<th>D. Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>Officials &amp; Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Professionals</td>
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<tr>
<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Office and Clerical</td>
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<tr>
<td>Craft Wkrs. (skilled)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (semi-skilled)</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Laborers (unskilled)</td>
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<tr>
<td>Service workers</td>
<td></td>
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<td></td>
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<tr>
<td>Totals Above</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Totals one year ago</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

00350-1
# CONTRACTOR'S MINORITY BUSINESS ENTERPRISES

## UTILIZATION FORM

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF AWARDING AGENCY:</th>
<th>NAME AND ADDRESS OF CONTRACTOR:</th>
</tr>
</thead>
</table>

**CONTRACT**

**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.

**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, Concurrently registered with the Department of Economic Development and if the contractor wishes the Commission on Human Rights and Opportunities (CHMO) to consider favorable the selection of an unregistered MBE in the evaluation of the contractor’s good faith efforts, contractors MUST complete the triplicate, with the original sent to the CHMO, Contract Compliance Unit, 10 Washington Street, Hartford, Connecticut, 06106; one copy sent to the Awarding Agency; one copy 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.

(Attach additional pages if necessary, using same headings)

<table>
<thead>
<tr>
<th>NAME AD ADDRESS OF ALL MBE SUBCONTRACTOR(S) OR SUPPLIER(S) OF MATERIALS:</th>
<th>Check here if MBE(s) qualify under Section 4-114a of the Conn. Gen. Stats.</th>
<th>Check here if MBE(s) is unregistered but wants consideration for good faith effort</th>
</tr>
</thead>
</table>

00360-1
SUPPLEMENTARY CONDITIONS

1. THE GENERAL CONDITIONS
The work of this contract shall be subject to the American Institute of Architects
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
      i. Add the following item:
         1.1.19 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.

   b. 1.1.10 APPRENTICE
      i. A person employed and individually registered in a bona fide
         apprenticeship program registered with 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 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.

   c. 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 ensure that the training meets adequate standards.

   d. 1.1.12 ARCHITECT V. ENGINEER
      When the word “Architect” appears in the specifications/contract/addenda, the
      term “Engineer” can be substituted.

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 the 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 sole discretion, to be relevant to the awarding of 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 License 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.
UNIT PRICES

PART 1- GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of contract, including general and supplementary conditions and other Division-1 specification sections, apply to this section.

1.02 SUMMARY
   A. This section specifies administrative and procedural requirements for unit prices.
   B. A unit price is an amount proposed by bidders and stated on the bid form as a price per unit of measurement for materials or services that will be added to or deducted from the contract sum by change order in the event the estimated quantities of work required by the contract documents are increased or decreased.
   C. Unit prices include all necessary material, overhead, profit and applicable taxes.

PART 2- PRODUCTS

PART 3- EXECUTION

3.01 UNIT PRICE SCHEDULE
   A. Item No. 1 - Removal of existing deteriorated perimeter wood nailers and replacement with new pressure treated wood nailers.
      Unit of measurement: Board foot of wood nailers.
   B. Item No. 2 - Removal of existing metal roof deck and replacement with new primed steel roof deck (identical gage and configuration).
      Unit of measurement: Square foot of replaced deck.

END OF SECTION UNIT PRICES
APPLICATION FOR PAYMENT

PART 1- GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of contract, including general supplementary conditions and other division-1 specification sections, apply to this section.

1.02 SUMMARY
   A. This section specifies administrative and procedural requirements governing the contractor’s applications for payment.

1.03 SCHEDULE OF VALUES
   A. Coordinate preparation of the schedule of values with preparation of the contractor’s construction schedule.
   B. Submit the schedule of values to the architect at the earliest feasible date scheduled for submittal of the initial application for payment.
   C. Format and Content: Use the Project Manual Section 01340 as a guide to establish the format for the tabular form with separate columns to indicate the following for each item listed:
      a. Generic Name
      b. Related Specification Sections
      c. Name of subcontractor or fabricator
      d. Dollar value
      e. Percentage of contract sum to the nearest one percent, adjusted to total 100 percent.
      f. Provide a breakdown of the contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports. Break principal subcontract amounts down into several line items where required. Round amounts off to the nearest whole dollar; the total shall equal the contract sum.

1.04 APPLICATION FOR PAYMENT
   A. Transmittal: Submit 3 executed copies of each application for payment to the architect by means ensuring receipt within 24 hours; one copy shall be complete, including waivers of lien and similar attachments, when required.
   B. Lien Waivers: Submit final application for payment with or preceded by final waivers from every entity involved with performance of work covered by the application who could lawfully be entitled to a lien.
   C. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first application for payment include the following:
      a. List of subcontractors and fabricators
      b. Schedule of values
      c. Contractor’s construction schedule (preliminary if not final)
      d. Copies of building permits
      e. Certificates of insurance and insurance policies

01027-1
f. Performance and payment bonds  
g. Data needed to acquire owner’s insurance  

D. Application for payment substantial completion: Following issuance of the certificate of substantial completion, submit an application for payment.  

E. Administrative actions and submittals that shall precede or coincide with this application include:  
   a. Occupancy permits and similar approvals  
   b. Warranties (guarantees) and maintenance agreements  
   c. Maintenance instructions  
   d. Meter readings  
   e. Change-over information related to owner’s occupancy, use, operation, and maintenance.  
   f. Final cleaning  
   g. Advice on shifting insurance coverages  
   h. List of incomplete work, recognized as exceptions to Architect’s Certificate of Substantial Completion  

F. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment application for payment include the following:  
   a. Completion of project close-out requirements  
   b. Completion of items specified for completion after substantial completion  
   c. Assurance that unsettled claims will be settled  
   d. Transmittal of required project construction records to owner  
   e. Proof that fees and similar obligations have been paid  
   f. Removal of surplus materials, rubbish and similar elements  
   g. Change of door locks to Owner’s access  

PART 2- PRODUCTS  

PART 3-EXECUTION  

END OF APPLICATION FOR PAYMENT
PRE-CONSTRUCTION PROJECT MEETINGS

PART 1-GENERAL

1.01 RELATED DOCUMENTS
A. Drawings and general provisions of the contract, including general and supplementary conditions and other Division-1 specification sections, apply to this section.

1.02 RELATED DOCUMENTS
A. This section specifies administrative and procedural requirements for pre-construction project meeting.

1.03 PRE-CONSTRUCTION CONFERENCE
A. A pre-construction conference and organizational meeting will be scheduled on March 12th, 2020 at the project site prior to commencement of construction activities.
B. The architect will administer pre-construction conference and exchange of preliminary submittals.
C. Attendees: The owner, the architect, the contractor and its superintendent, major subcontractors, manufactures, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matter relating to the work.
D. Agenda: Discuss items of significance that could affect progress including such topics as:
   a. Tentative construction schedule
   b. Critical work sequencing
   c. Designation of responsible personnel
   d. Procedures for processing field decisions and change orders
   e. Distribution of contract documents
   f. Submittal of shop drawings, product data and samples
   g. Use of the premises
   h. Office, work and storage areas
   i. Equipment deliveries and owner priorities
E. Mobilization: The owner will administer an on-site mobilization meeting at project site for clarification of owner and contractor responsibilities in use of site and for review of administrative procedures.

END OF PRE-CONSTRUCTION MEETINGS

01200-1

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
PART 1- GENERAL

1.01 RELATED SECTIONS
   General Conditions
   Supplemental General Conditions
   Specific Project Requirements
   Other Sections of Division One

1.02 SYSTEM DESCRIPTION
   A. This section specifies administrative and procedural requirements for submittals
      required for performance of the work including:
      a. Contractor’s construction schedule
      b. Submittal schedule
      c. Shop drawings
      d. Product data
      e. Sample

1.03 QUALITY ASSURANCE
   A. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc., to enable the
      architect to determine suitability of the construction, installation, material or layout for
      the purposes intended. The drawings shall include outline, sectional views and detailed
      working dimensions, designations of materials, machine work, methods of attachment,
      finish, etc., required. The drawings to be submitted shall be coordinated by the
      contractor with any other drawings previously reviewed, with the design and function of
      any equipment or structure and the contract drawings.

PART 2- PRODUCTS

2.01 MANUFACTURERS
   A. The contractor, shall submit manufacturer’s literature as a supplement to, the shop
      drawings, etc.
   B. Where contents of submittal literature from manufacturers includes data no pertinent to
      the submittal, clearly show which portion of the contents is being submitted for review.

2.02 SHOP DRAWINGS
   A. Scale and measurements: make shop drawings accurately to a scale sufficiently large to
      show all pertinent aspects of the item and its method of connection of the work.
   B. The minimum size for any submission shall be 8 ½” X 11” and the maximum size shall
      be the size of the contract drawings.

2.03 SAMPLES
   A. Provide sample(s) identical to the precise article proposed to be provided. Identify as
      directed under “Identification of Submittals” below.

2.04 COLORS AND PATTERNS
   A. Unless the precise color and pattern is specifically called out in the contract documents
      and wherever a choice of color or pattern is unavailable in the specified products, submit
      accurate color and pattern charts to architect for selection.

01340-2

PART 3- EXECUTION
3.01 SCHEDULE AND IDENTIFICATION OF SUBMITTALS

A. The contractor shall submit a schedule of submittals within ten (10) working days after signing the contract to the architect for his approval. The schedule shall include the following:
   a. Proposed dates for commencement and completion of each of the various items of work and tasks, by each trade and/or subcontractor, to be performed under this contract. Coordination of trades/subcontractors shall be shown. The format shall be a bar chart.
   b. Schedule of submission of shop drawings, submittals and including estimated time for material (s) product data, fabrication, and delivery to site.

B. Consecutively number all submittals when material is resubmitted for any reasons, transmit under a new letter of transmittal and with a new transmittal number. Resubmittals shall cite the original number for reference. All shop drawings, etc., and/or printed matter submitted shall be properly identified by project and specific application with reference to contract drawings number and specification items.

C. When the contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

D. The contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

3.02 ARCHITECT'S ACTIONS

A. All required shop drawings layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the architect in four (4) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the architect.

B. After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit," or "Rejected-See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the contractor for his use and distribution to his suppliers and/or subcontractors. In the case of those stamped, "Amend and Resubmit" or "Rejected-See Remarks," two (2) prints will be returned to the contractor who shall make all indicated corrections and resubmit six (6) prints.

C. In any submission which is noted as "No Exceptions Taken" or "Make Corrections Noted," the review shall not extend to details or dimensions and shall not relieve the contractor from his responsibility for compliance with the contract drawings and specifications.

D. Upon the final acceptance of the project, the contractor shall, on request, furnish the owner with a complete set of shop drawing tracings or reproducible cloth reproduction of the shop drawing tracings.

01340-2
TEMPORARY FACILITIES AND CONTROLS

PART 1- GENERAL

1.01 RELATED DOCUMENTS
   A. Drawings and general provisions of the contract, including general and supplementary
      conditions and other Division-1 specification sections, apply to this section.

1.02 SUMMARY
   A. This section specifies requirements for temporary services and facilities, including
      utilities construction and support facilities, security and protection.
      a. Temporary construction and support facilities required may include but are not
         limited to:
         i. Temporary enclosures
         ii. Waste disposal services
      b. Security and protection facilities required include but are not limited to:
         i. Temporary fire protection
         ii. Barricades, warning signs, lights.

1.03 QUALITY ASSURANCE
   A. Regulations: Comply with industry standards and applicable laws and regulations of
      authorities having jurisdiction, including, but not necessarily limited to:
      a. Building Code Requirements
      b. Health and Safety Regulations
      c. Police, fire department and rescue squad rules
      d. NFPA 241

PART 2- PRODUCTS

2.01 MATERIALS
   A. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread
      rating or 15 or less. For temporary enclosures provide translucent nylon reinforced
      laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
   B. EQUIPMENT:
      a. General: Provide new equipment.
      b. Electrical Outlets: Provide properly configured NEMA polarized outlet to
         prevent insertion on 110-120 volt plugs into higher voltage outlets. Provide
         receptacle outlets equipped with ground-fault circuit interrupters, reset button
         and pilot light, for connection of power tools and equipment.
      c. Electrical Power Cords: Provide grounded extension cords; use “hard-service”
         cords where exposed to abrasion and traffic. Provide waterproof connectors to
         connect separate lengths of electric cords, if single lengths will not reach areas
         where construction activities are in progress.

PART 3-EXECUTION
3.01 INSTALLATION
A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the project adequately and result in minimum interference with performance of the work. Relocate and modify facilities as required by the owner.

3.02 CLEANING DURING CONSTRUCTION
A. Control accumulation of waste materials and rubbish; periodically dispose of in on-site dumpster supplied and maintained by contractor.

3.03 CLEANING DURING CONSTRUCTION
A. Removal: remove temporary materials, equipment, services and construction prior to substantial completion inspection.
   a. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to original condition.
B. Collection and disposal of waste: collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION
B. Locate fire extinguishers where convenient and effective for their intended purpose.
C. Store combustible materials in containers in fire-safe locations.
D. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, and access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
E. Provide supervision of welding operations and similar sources of fire ignition.
F. **Temporary Fire Protection:** Unless protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses.
G. **Barricades, Warning Signs and Lights:** The contractor will comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
H. **Storage:** Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
I. Protect materials, both before and after their incorporation in the work, as required
to prevent damage from moisture, rain, dirt, cold, sunlight, and other harmful
influences.
J. Do not deliver materials to the job until they can be properly protected.
K. If possible, store materials vulnerable to exposure damage in enclosed areas where
weather-protected.
L. Follow recommendations of manufacturers and contractors for protection and
storage. Minimum protection shall be as follows:
   a. Material requiring thorough protection, shall be stored inside enclosed areas
      under cover. Provide separators to keep materials off the floor and to ensure
      ventilation.
M. Replace work which becomes unfit for use or unsightly during construction. Replace
broken products. Restore all finishes damages, soiled or otherwise made unsightly
during construction.
N. Environmental Protection: Provide protection, operate temporary facilities and
conduct construction in way and by methods that comply with environmental
regulations, and minimize the possibility that air, waterways and subsoil might be
contaminated or polluted, or that other undesirable effects might result. Avoid use
of tools and equipment which produce harmful noise. Restrict use of noise making
tools and equipment to hours that will minimize complaints from persons or firms
near the site.
O. Exits: emergency exits from the building shall be maintained throughout the period
of construction. Safe passage shall also be maintained at exterior site areas adjacent
to emergency exits.

3.05 PROTECTION OF INSTALLED WORK
A. Provide temporary protection for installed products. Control traffic in immediate
area to minimize damage.
B. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and
landscaped areas.

3.06 RECORD DOCUMENTS
A. Refer to section 01700-Project Closeout regarding record copies of drawings,
specifications, addenda, change orders and other modifications, and approved
submittals. In addition, the following requirements apply to record copies:
   a. Do not use record documents for construction purposes
   b. Label each record document “PROJECT RECORD” in 2” high printed
      letters.
   c. Keep record documents current
   d. Do not permanently conceal any work until required information has been
      recorded.
B. Contract Drawings: Legibly mark to record actual construction:
   a. Field changes of dimension and detail
   b. Changes made by change order or field order
   c. Details not on original contract drawings
C. **Specifications and Addenda:** Legibly mark-up each section to record:
   a. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
   b. Changes made by change order or field order
   c. Other matters not originally specified

D. **Shop Drawings:** Maintain as record documents: Legibly annotate to record changes made after review.

E. Submit record documents to architect at completion of project.

**3.07 MAINTENANCE AND PROTECTION OF OWNER’S PROPERTY**
A. Maintain suitable fire protection equipment. Train workmen in use of fire protection equipment, and assign responsibility for reporting fires and performing first aid firefighting.
B. Maintain electric service at all times.
C. Arrange and maintain temporary facilities so as not to encumber walks, drives, roads, and ways of access and egress. Maintain safe access and egress for owner to access and egress ways, in construction areas actually being used by the contractor, only. Provide security at all times consistent with the owner’s security program.

**3.08 OPERATION, TERMINATION AND REMOVAL**
A. **Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

B. **Termination and Removal:** Unless the architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of permanent facility, or no later than substantial completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

C. Materials and facilities that constitute temporary facilities are property of the contractor.

D. At substantial completion, clean and renovate permanent facilities that have been used during the construction period.

E. Replace significantly worn parts and parts that have been subject to unusual operating 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 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;
REQUIREMENTS

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.

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, mother vehicles, Bulky Waste compacting and hauling vehicles, etc., in the execution of this contract.

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.

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.

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 this contract.

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:

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.
The contractor and insurance carrier waive governmental immunity in the adjustment of claims or 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:

1. Endorsement of the work description, contract name and number and location;
2. 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
3. An endorsement that the contractor will be responsible for the payment of all insurance premiums and/or changes.

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. Contacts 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, the Town may serve written notice 00700-3
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.
NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____________________________

(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____________________________

(Name of Applicant)

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 Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged 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, UPGRAING, TRANSFER, OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees

_____ We are an open Shop.

________________________

Company Name

________________________

Address

________________________

City and State

________________________

Contractor or Subcontractor

or applicants for employment.

________________________

Date
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/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 your 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, or 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? Yes { } No { } (If yes, provide a brief description of what methods were employed)

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer? Yes { } No { }?

4. Please list by name any 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 your company please indicate.
6. Does your company maintain a written Affirmative Action Plan for the employment of minorities and females? 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 to 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 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:
| Project Name: ___________________________ | Contract Amount: ___________________________
| Location of Project: ___________________________ | Telephone #: ___________________________
| Contact Person: ___________________________ | 
| Address: ___________________________ | 

My commission expires ___________________________, 20____.

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REFERENCES

00720-4

TOWN OF EAST HAVEN

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that they undersigned ________________________________ as PRINCIPAL, held firmly bound
unto the Town of East Haven, Connecticut hereinafter call 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 where as 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 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 aforesaid 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 seal this [__________] day of [___________], 20____, the name and corporate seal of each by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this bid bond shall be valid unless agreed to in writing by the parties to this bond.
In presence of:

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<th>Individual Principal</th>
<th>(Seal)</th>
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<td>Business Address</td>
<td>Phone</td>
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Attest:
By:_____________________

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<tr>
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Counter signed by:
*Attorney-in-Fact, State of
*Power-of-Attorney for person signing for surety company must be attached to this bond.
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 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.

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.
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 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, mother vehicles, Bulky Waste compacting and hauling vehicles, etc., in the execution of 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 this 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 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:
   a. 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.
   b. The contractor and insurance carrier waive governmental immunity in the adjustment of claims or 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:

   i. Endorsement of the work description, contract name and number and location;
   ii. 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
iii. An endorsement that the contractor will be responsible for the payment of all insurance premiums and/or changes.

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. Contacts 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.
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 that 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)