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TOWN OF TRUMBULL, CONNECTICUT

REQUEST FOR PROPOSAL

The Kennedy Center Parking Lot Reconstruction
Woodside Avenue & Lindeman Drive
Trumbull, Connecticut

RFP #6221 DUE: MARCH 16, 2017 at 2:00 PM

PREPARED FOR THE TOWN OF TRUMBULL BY:

Luchs Consulting Engineers
89 Colony Street
Meriden, CT 06451
(203)379-0320
www.luchs.com

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Town of Trumbull – General Instructions
The Kennedy Center Parking Lot Reconstruction
Woodside Avenue & Lindeman Drive

Notice to Proposers

**TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
KENNEDY CENTER PARKING LOT RECONSTRUCTION
WOODSIDE AVENUE & LINDEMAN DRIVE**

RFP #6221 DUE: MARCH 16, 2017 at 2:00PM

Sealed proposals for Kennedy Center Parking Lot Reconstruction will be received at the office of the Purchasing Agent Kevin J Bova @, 5866 Main Street, Trumbull, Connecticut, on or before the date indicated above.

Bid documents are available from the Purchasing Department website www.trumbull-ct.gov. Also on the State Contracting portal <http://dass.ct.gov/portal>. Proposal documents may be obtained also (at a cost to you) from Digiprint, 275 Ferry Blvd., Stratford, CT 06615, and (203-375-1228). The consulting engineer for this project is Luchs Consulting Engineers, 89 Colony Street, Meriden, CT 203.379.0320.

Proposals shall comply with State mandated Prevailing Wage Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bid Security is required in the amount of ten percent (10%) of the base proposal and shall be in the form of a Certified Check or Bid Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Proposal. No oral, telephone or telegraphic responses shall be considered. A proposer may not withdraw a proposal within ninety (90) days of the proposal opening.

The Town of Trumbull reserves the right to waive and/or reject any and all proposals or any part thereof, waive the information in the proposal process, and reject any unqualified proposals, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

This contract is subject to state set-aside and contract compliance requirements.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

Kevin J Bova
Purchasing Agent

**TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
KENNEDY CENTER PARKING LOT RECONSTRUCTION
WOODSIDE AVENUE & LINDEMAN DRIVE**

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GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for **Kennedy Center Parking Lot Reconstruction** in accordance with the specifications and requirements as detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

This RFP is not a contract offer, and no contract exists until a written contract is signed by the Town and the successful proposer. Please be advised there will be an addendum for Prevailing Wages. It is the sole responsibility of the contractor/ vendor to check the Towns website for this addendum

1. PREPARATION FOR PROPOSALS

An original and three (3) exact copies of the Proposal shall be submitted in a sealed envelope, and addressed to: Purchasing Agent Kevin Bova, Town of Trumbull, in a sealed envelope and plainly marked on the outside as "**Kennedy Center Parking Lot Reconstruction**" the envelope shall bear on the outside the name of the proposer and address. No oral, telephone or telegraphic responses will be considered. Proposals received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any proposer at any time after proposals are opened

2. PROPOSAL SUBMISSION

a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6221 DUE: MARCH 16, 2017 @ 2PM

"Kennedy Center Parking Lot Reconstruction"

Trumbull Town Hall – Attn: Kevin J Bova, Purchasing Agent

5866 Main Street, Trumbull CT 06611

b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project and for the contractual period requested.

c) Sealed Bids for the work of this Contract will be received at the time and place indicated in the Invitation to Bid. The sealed bid shall consist of the following completed forms:

Statement of Qualifications (including Schedules A-C & References) (SQ-1 to SQ-7)

Proposed Subcontractors (PS-1)

Proposal (PR-1 to PR-9)

Commission on Human Rights and Opportunities-Contract Compliance Regulations Notification to Bidders
(CHRO-1 to CHRO-5)

Bid Bond (B-1)

Proposed Schedule of the Work

Bids that do not include all of the above forms shall be considered incomplete.

d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

3. PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total proposal amount only) shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within Ninety (90) days after the actual proposal opening.

4. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price. **The Town reserves the right to cancel the Bid if funding is not approved.**

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

6. SPECIFICATIONS

If quoted materials and/or equipment do not meet or better the attached specifications on ALL points, the proposer must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the proposal is in accordance with all specifications requested herein.

7. INQUIRIES & ADDENDUMS

All technical inquiries regarding this request may be directed to Luchs Consulting Engineers, Consulting Engineers (203-379-0320) or Frank Smeriglio, Town of Trumbull, Engineering Department, (203) 452.5053) (fsmeriglio@trumbull-ct.gov). All other questions shall be directed to KEVIN BOVA 203.452.5042 Kbova@trumbull-ct.gov .

- a) No inquiries shall be responded to that are received after March 10th , 2017 by close of business 5pm.
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers or posted as an addendum on the Town web site.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) **It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices) and from Digiprint. Submission of a response that does not address any changes or addendums may result in a disqualification of a proposal submission.**

8. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

ANY SUBCONTRACTING for work to be performed, or services to be provided, in whole or in part, and any other interest in conjunction with this project shall not be permitted without the express written consent of the Town of Trumbull.

9. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town and the State of Connecticut from and against any and all liability for loss, damage or expense which the Town or State may suffer or for which the Town or State may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

10. WORK REGULATIONS, STANDARDS AND FEDERAL AND STATE PREVAILING WAGE

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) Applicable laws and regulations relating to **State of Connecticut Prevailing Wages**, employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor. The contractor shall be responsible for "Certified Statements of Compliance" regarding Prevailing Wages. Contractor shall also collect and submit four (4) Certified "Statements of Compliance" from any sub-contractors. Prevailing Wage rates are either included in the initial bid documents or will be issued as an addendum (Once the State issues the Prevailing Wage summary to the Town).

11. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town and State of Connecticut shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$1,000,000	\$5,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non owned & rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees, that Thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull. Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B") The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

12. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest; And: Public officials cannot circumvent the intent of this ordinance by receiving town work Through a bid waiver, as proscribed by the Trumbull Town Charter.

13. PROPOSAL, PERFORMANCE, MAINTENANCE AND PAYMENT BONDS

- A Bid Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposers. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Bid Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Proposer. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Proposer to execute the Agreement, the Owner may, at his option, consider the Proposer in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
- The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.
- The Contractor shall secure a maintenance bond with a company, which shall have been approved by the Attorney of the Town of Trumbull, guaranteeing his work in all phases of construction for a period of two (2) years from the date of acceptance by the Town, which shall also cover all damages due to trench settlement.
- The face value of the maintenance bond shall be as follows: 20% of the base bid of contracts up to and including \$50,000.00 and in no way less than \$5,000.00.

14. WORK SCHEDULE

The Town anticipates Work must begin on June 1st, 2017 for the parking lot on 39 Lindeman Drive first. Work at parking lot at 39 Lindeman Drive must be completed within 28 calendar days. Upon completion of work at Lindeman Drive, parking lot at 2440 Reservoir can begin. Work at 2440 Reservoir must be completed in 28 calendar days.

15. LOWEST RESPONSIBLE PROPOSAL

- The Town shall determine the "lowest responsible qualified proposer" on the basis of the Proposer submitting the lowest "Total Proposal", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications .
THE TOWN RESERVES THE RIGHT TO ELIMINATE ANY OR ALL ALTERNATE ITEMS. LOW BIDDER WILL THEN BE BASED ON THE PROPOSAL OF REMAINING BASE BID AND / OR EITHER ALTERNATE.

- b) Proposals will be compared on the basis of the "Total Proposal" of the items listed in the Proposal and on basis of the Proposer's experience and competence.
- c) If the Lowest Total Proposal exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified proposer", the Town will issue a Notice of Award to the successful Proposer.
- d) The Proposer designated by the Town as the "lowest responsible qualified proposer" to whom the contract is awarded shall execute the Contract and submit the following documents:
 - i. Performance Bond
 - ii. Labor, Payment and Materials Bond
 - iii. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.
- e) In the event that the lowest responsible qualified proposer fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified proposer to be in default, in which case the Bid Guarantee shall become the property of the Town.

16. LIQUIDATED DAMAGES

If work at 39 Lindeman Drive is not completed within 28 calendar days after June 1, 2017, Contractor agrees to pay as liquidated damages, the sum of (\$1500.00) one thousand and five hundred dollars for each consecutive calendar day thereafter. If work at 2440 Reservoir Ave is not completed within 28 calendar days after starting, Contractor agrees to pay as liquidated damages, the sum of (\$1500.00) one thousand and five hundred dollars for each consecutive calendar day thereafter.

17. DELIVERY TIME IS OF THE ESSENCE

Special consideration may be given to bidders that provide an expedited delivery. It is expected that the Work will be completed as described above. Bidders who can complete the work sooner shall state expected time to complete the project in Calendar Days.

18. STATEMENT OF QUALIFICATIONS AND REFERENCES

Bidders shall complete and submit the "Statement of Qualifications" section of this request along with the References form. The Town and Engineering Department may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. If the Town is not satisfied that the proposer is properly qualified, the Town along with Engineering Department reserves the right to reject the proposal of said proposer.

19. MISCELLANEOUS

- a) All Contractors shall develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.
- b) Selected proposer agrees to warranty all work completed for this requirement.
- c) The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the proposer to perform the work required. Each proposer shall submit the Statement of Qualifications section (contained herein). If the Town is not satisfied that the proposer is properly qualified, the Town reserves the right to reject the proposal of said proposer.

20. AWARD AND AUTHORITY

The Purchasing agent from Town Hall will issue notification of award in writing along with Standard contract and a Purchase order. **THE TOWN RESERVES THE RIGHT TO ELIMINATE ANY OR ALL ALTERNATE ITEMS. LOW BIDDER WILL THEN BE BASED ON THE PROPOSAL OF REMAINING BASE BID AND / OR EITHER ALTERNATE.**

22. ON CALL OPPORTUNITIES

The Town and Contractor may agree to utilize the same unit prices for other parking lot improvements similar to this scope of work and items in the bid. The Contractor and Town may enter into contractual agreement using the prices in the Bid as On Call Opportunities up to 1 year of June 30, 2018. This can also be extended up to another full year if both mutually agree upon pricing with a letter of extension.

21. STATE SET-ASIDE

- a) The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.
- b) State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. §4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned business) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.
- c) For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
KENNEDY CENTER PARKING LOT RECONSTRUCTION
WOODSIDE AVENUE & LINDEMAN DRIVE

RFP #6221 DUE: MARCH 16, 2017 at 2:00PM

STATEMENT OF QUALIFICATIONS (To be submitted with proposal)

Submitted by:

Name of Organization _____

Name of Individual _____

Title _____

Address _____

Telephone _____ Fax: _____ Cell: _____

General Business Information

Check If: Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Officers

Name Title

If Partnership

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited other (describe) _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk*)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If a joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of Surety Company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?

Yes No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

Yes No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

Yes No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

Yes No

If yes, describe circumstances on attachment.

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

Name of Organization: _____

By: _____

Title: _____

Dated: _____

TOWN OF TRUMBULL
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EXPERIENCE

Schedule A: Prior Experience (Add Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule B: Current Experience (Add Additional Pages as Needed)

Project	Owner	Design Professional	Contract Price	Amount Completed	Date of Scheduled Completion

Schedule C: Key Personnel (Add Additional Pages as Needed)

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REFERENCES

(To be submitted with proposal – attach additional pages as necessary)

List references for similar services provided for at least four (4) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 2:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 3:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

CLIENT 4:

Organization Name: _____

Contact Name: _____ Phone: _____

Service Dates: _____

Project(s): _____

Town of Trumbull – General Instructions
The Kennedy Center Parking Lot Reconstruction
Woodside Avenue & Lindeman Drive

THE PROPOSER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS (to be submitted with proposal)

PROPOSED SUBCONTRACTORS

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Description of Work _____

Proposed Subcontractor Name _____

Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Proposer warrants that none of the proposed subcontractors has any conflict of interest as respects this contract.

Proposer _____
(Fill in Name)

By _____
(Signature and Title)

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PROPOSAL

Proposal of _____ (hereinafter called "Proposer, Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Engineering Department, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Proposals, Proposer hereby proposes for the **Kennedy Center Parking Lot Reconstruction** project, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications, Drawings and all Contract Documents, within the time set forth therein, and at the prices stated on the Proposal Schedule.

By submission of this Proposal, each Proposer certifies, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer or with any competitor.

Proposer further agrees that they will provide and sustain the required Bonds and Insurance Policies as required.

Proposer acknowledges receipt of the following Addendum:

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informality in the bidding.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, proposer shall execute the formal contract attached within five (5) days and deliver a Surely Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of _____ Dollars (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Company Name

By (Signature)

Address

Print Name

Email

Title

Date

Telephone/Fax

**TOWN OF TRUMBULL
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KENNEDY CENTER PARKING LOT RECONSTRUCTION
WOODSIDE AVENUE & LINDEMAN DRIVE**

RFP #6221 DUE: MARCH 16, 2017 at 2:00PM

**PROPOSAL - Kennedy Center Parking Lot Reconstruction
(Continued)**

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this proposal is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of proposals will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

THE TOWN RESERVES THE RIGHT TO ELIMINATE ANY OR ALL ALTERNATE ITEMS. LOW BIDDER WILL THEN BE BASED ON THE PROPOSAL OF REMAINING BASE BID AND / OR EITHER ALTERNATE.

BID FORM - Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**The Kennedy Center Parking Lot Reconstruction Woodside Ave. & Lindeman Dr. –
Base Bid
Lindeman Dr. Parking Lot Improvements**

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Quantity	Total Amount of Item (In figures)
1	Cut Bituminous Concrete Pavement, Per LF, the price of: (\$ _____)	LF	85	\$ _____
2	Formation of Subgrade, Per SY, the price of: (\$ _____)	SY	4,850	\$ _____
3	Furnishing, Placement and Compaction of Processed Aggregate Base Per CY, the price of: (\$ _____)	CY	180	\$ _____

4	Cold Reclaimed Bituminous Concrete Per SY, the price of: _____ (\$ _____)	SY	4,850	\$ _____
5	Silt Fence Per LF, the price of: _____ (\$ _____)	LF	260	\$ _____
6	Inlet Protection, Per Each, the price of: _____ (\$ _____)	Each	4	\$ _____
7	Bituminous Concrete Class 1, Per Ton, the price of: _____ (\$ _____)	Ton	575	\$ _____
8	Bituminous Concrete Class 2, Per Ton, the price of: _____ (\$ _____)	Ton	430	\$ _____
9	Material for Tack Coat, Per Gal, the price of: _____ (\$ _____)	Gal	500	\$ _____
10	Bituminous Concrete Lip Curb, Per LF, the price of: _____ (\$ _____)	LF	2,100	\$ _____
11	Type "C-L" Catch Basin Top, Per Each, the price of: _____ (\$ _____)	Each	4	\$ _____
12	Reset Catch Basin, Per Each, the price of: _____ (\$ _____)	Each	4	\$ _____
14	Topsoil, Per SY, the price of: _____ (\$ _____)	SY	770	\$ _____

15	Turf Establishment, Per SY, the price of: (\$)	SY	770	\$ _____
16	Hot-Applied Painted Pavement Markings 4" White, Per LF, the price of: (\$)	LF	1,900	\$ _____
17	Hot Applied Painted Legend, Arrows and Markings, Per SF, the price of: (\$)	SF	120	\$ _____
18	Handicap Bollard and Sign Per Each, the price of: (\$)	Each	5	\$ _____
19	Speed Bump Per Each, the price of: (\$)	Each	1	\$ _____
23	Project Sign, Per Each, the price of: (\$)	Each	1	\$ _____

TOTAL AMOUNT OF BASE BID

_____ Dollars
(\$ _____)
In words
In figures

Alternate Bids

Notification to Contractor: After award of the Contract, one or more Alternate Bids for which funds are available may be added to the Contract at the discretion of the Town of Trumbull. The Town of Trumbull reserves the right to accept or reject, in whole or in part, these Alternate Bids. The adjustment of the Contract price shall be solely based on the bid price of the Alternate(s) added. The Base Bid and Alternate Bid(s) shall be considered "stand alone" and the Base Bid prices shall not be contingent on award of the Alternate Bid(s) or vice versa.

The Kennedy Center Parking Lot Reconstruction Woodside Ave. & Lindeman Dr.**Alternate Bid No. 1****Addition of New Parking at Lindeman Dr. Parking Lot**

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Quant.	Total Amount of Item (In figures)
A1-1	Cut Bituminous Concrete Pavement, Per LF, the price of: _____ (\$ _____)	LF	180	\$ _____
A1-2	Formation of Subgrade, Per SY, the price of: _____ (\$ _____)	SY	265	\$ _____
A1-3	Furnishing, Placement and Compaction of Processed Aggregate Base Per CY, the price of: _____ (\$ _____)	CY	75	\$ _____
A1-7	Bituminous Concrete Class 1, Per Ton, the price of: _____ (\$ _____)	Ton	35	\$ _____
A1-8	Bituminous Concrete Class 2, Per Ton, the price of: _____ (\$ _____)	Ton	25	\$ _____
A1-9	Material for Tack Coat, Per Gal, the price of: _____ (\$ _____)	Gal	30	\$ _____

A1-10	Bituminous Concrete Lip Curb, Per LF, the price of: (\$)	LF	180	\$ _____
A1-14	Topsoil, Per SY, the price of: (\$)	SY	120	\$ _____
A1-15	Turf Establishment, Per SY, the price of: (\$)	SY	120	\$ _____
A1-16	Hot-Applied Painted Pavement Markings 4" White, Per LF, the price of: (\$)	LF	500	\$ _____
A1-21	Concrete Sidewalk, Per SF, the price of: (\$)	SF	12	\$ _____
A1-24	Clearing and Grubbing, Per LS, the price of: (\$)	LS	1	\$ _____
A1-25	Earth Excavation, Per CY, the price of: (\$)	CY	130	\$ _____
A1-26	Rock Excavation, Per CY, the price of: (\$)	CY	35	\$ _____
A1-27	Concrete for Steps and Copings, Per CY, the price of: (\$)	CY	3	\$ _____

A1-28	Metal Handrail, Per LF, the price of: _____ (\$ _____)	LF	12	\$ _____
A1-29	Erosion Control Matting, Per SY, the price of: _____ (\$ _____)	SY	25	\$ _____

TOTAL AMOUNT OF ALTERNATE BID No.1

In words
(\$ _____)
In figures

**The Kennedy Center Parking Lot Reconstruction Woodside Ave. & Lindeman Dr. –
Alternate Bid No. 2**

Addition of Concrete Curb and Sidewalk at Lindeman Dr. Parking Lot Improvements

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Quantity	Total Amount of Item (In figures)
A2-14	Topsoil, Per SY, the price of: (\$)	SY	160	\$_____
A2-15	Turf Establishment, Per SY, the price of: (\$)	SY	160	\$_____
A2-20	Concrete Curbing, Per LF, the price of: (\$)	LF	320	\$_____
A2-21	Concrete Sidewalk, Per SF, the price of: (\$)	SF	2,000	\$_____
A2-22	Concrete Sidewalk Ramp, Per SF, the price of: (\$)	SF	130	\$_____

TOTAL AMOUNT OF ALTERNATE BID No.2

_____ Dollars
 In words
 (\$)
 In figures

The Kennedy Center Parking Lot Reconstruction Woodside Ave. & Lindeman Dr.
Alternate Bid No. 3
Addition of the Woodside Ave. Parking Improvements

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Units	Quant.	Total Amount of Item (In figures)
A3-1	Cut Bituminous Concrete Pavement, Per LF, the price of: _____ (\$ _____)	LF	60	\$_____
A3-2	Formation of Subgrade, Per SY, the price of: _____ (\$ _____)	SY	3,450	\$_____
A3-3	Furnishing, Placement and Compaction of Processed Aggregate Base Per CY, the price of: _____ (\$ _____)	CY	200	\$_____
A3-4	Cold Reclaimed Bituminous Concrete Per SY, the price of: _____ (\$ _____)	SY	3,450	\$_____
A3-5	Silt Fence Per LF, the price of: _____ (\$ _____)	LF	450	\$_____
A3-6	Inlet Protection, Per Each, the price of: _____ (\$ _____)	Each	2	\$_____
A3-7	Bituminous Concrete Class 1, Per Ton, the price of: _____ (\$ _____)	Ton	400	\$_____
A3-8	Bituminous Concrete Class 2, Per Ton, the price of: _____ (\$ _____)	Ton	300	\$_____

A3-9	Material for Tack Coat, Per Gal, the price of: (\$)	Gal	350	\$ _____
A3-10	Bituminous Concrete Lip Curb, Per LF, the price of: (\$)	LF	1,150	\$ _____
A3-11	Type "C-L" Catch Basin Top, Per Each, the price of: (\$)	Each	2	\$ _____
A3-12	Reset Catch Basin, Per Each, the price of: (\$)	Each	2	\$ _____
A3-13	Bituminous Concrete Sidewalk, Per SY, the price of: (\$)	SY	25	\$ _____
A3-14	Topsoil, Per SY, the price of: (\$)	SY	500	\$ _____
A3-15	Turf Establishment, Per SY, the price of: (\$)	SY	500	\$ _____
A3-16	Hot-Applied Painted Pavement Markings 4" White, Per LF, the price of: (\$)	LF	1,600	\$ _____
A3-17	Hot Applied Painted Legend, Arrows and Markings, Per SF, the price of: (\$)	SF	130	\$ _____

A3-23	Project Sign, Per Each, the price of:	Each	1	\$ _____
	(\$ _____)			

TOTAL AMOUNT OF ALTERNATE BID NO.3

_____ Dollars
 In words
 (\$ _____)
 In figures

TOTAL AMOUNT OF Base Bid, ALTERNATE BID No.1, ALTERNATE BID No.2, and ALTERNATE BID No.3

_____ Dollars
 In words
 (\$ _____)
 In figures

PROPOSAL (continued)

Respectfully submitted,

Company Name _____

By (Signature) _____

Address _____

Print Name _____

Address _____

Title _____

(SEAL-if proposal is by a corporation)

Note: Insert Proposer's name. If a corporation, give the State of Incorporation using the phrase, "A corporation organized under the laws of _____

_____, composed of officers as follows:

President _____

Secretary _____

Vice President _____

Treasurer _____

If a partnership, give names of partners, using also the phrase, "co-partners trading and doing business under the firm name and style of _____, composed of partners as follows:

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

(Revised 09/3/15)

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 bidder’s 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 fifteen 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)

<p>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.</p> <p>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.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>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.</p> <p>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.</p> <p>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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Cranes 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.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p>White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>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.</p> <p>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.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <u> </u> No <u> </u> -Bidder is a minority business enterprise Yes <u> </u> No <u> </u> (If yes, check ownership category) Black <u> </u> Hispanic <u> </u> Asian American <u> </u> American Indian/Alaskan Native <u> </u> Iberian Peninsula <u> </u> Individual(s) with a Physical Disability <u> </u> Female <u> </u>
Bidder Parent Company (if any)	- Bidder is certified as above by State of CT Yes <u> </u> No <u> </u>
Other Locations in Ct. (if any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <u> </u> No <u> </u>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <u> </u> No <u> </u>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <u> </u> No <u> </u>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u> </u> No <u> </u>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u> </u> No <u> </u>	9. Does your company have a mandatory retirement age for all employees? Yes <u> </u> No <u> </u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u> </u> No <u> </u>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <u> </u> No <u> </u> NA <u> </u>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <u> </u> No <u> </u>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <u> </u> No <u> </u> NA <u> </u>
6. Does your company have a collective bargaining agreement with workers? Yes <u> </u> No <u> </u> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <u> </u> No <u> </u>	12. Does your company have a written affirmative action Plan? Yes <u> </u> No <u> </u> If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <u> </u> No <u> </u>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u> </u> No <u> </u> If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes No

PART IV - Bidder Employment Information

Date:

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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

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)
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Town of Trumbull – General Instructions
The Kennedy Center Parking Lot Reconstruction
Woodside Avenue & Lindeman Drive

TOWN OF TRUMBULL
REQUEST FOR PROPOSALS
KENNEDY CENTER PARKING LOT RECONSTRUCTION
WOODSIDE AVENUE & LINDEMAN DRIVE

RFP #6221 DUE: MARCH 16, 2017 at 2:00PM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, herein called the Principal,

Of _____, as Principal,

And _____, hereafter called the Surety, a corporation organized and existing under the laws of the

State of _____, and duly authorized to transact a surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in proposal hereinafter mentioned,

lawful money of the United States of America, for payment of which, well and truly to be made to the Obligee, the Principal and the Surety bind themselves, their 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 or is about to submit a proposal to the Obligee related to a contract for Project No.: _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the said contract in writing with the Town of Trumbull and file the required bonds, with surety acceptable to the Obligee, of if the Principal shall fail to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

Principal's Signature

Surety

(Print Name) By _____

Its attorney in fact

Company Name

(Print Name)



**Kennedy Center
Parking Lot Reconstruction**

GENERAL SPECIFICATIONS

TOWN OF TRUMBULL, CONNECTICUT
GENERAL SPECIFICATIONS
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TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

1. BIDS:

Bids, as stated in the "Bid Sheet", will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices.

In the event that there is a discrepancy in the bid sheet between the lump-sum or unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as hereinabove set forth in the Bid Sheet.

NOTE: Any/all reference to "he/him" shall be taken to mean "his/her/its".

2. OBLIGATION OF BIDDERS:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull. Failure to comply shall be cause for breach of contract.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall file an appeal to the Public Works Director if the sequence of operation in performing the work is varied by the Town in a manner that is unacceptable to him.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

4. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

5. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

6. CONTRACTOR:

Party of the second part to the contract, acting directly or through his agent or employees.

7. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

8. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office,

or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address

9. TIME IS OF THE ESSENCE:

Time is of the essence for this contract and as execution of the work may inconvenience property owners, vehicular traffic, pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also the cost of Town administration and supervision of construction, will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the performance of the work on this contract may be notified of impending actions that may be warranted.

If any delay is imposed on the Contractor by specific orders of the Engineer, ie; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of time expressed in days as determined by the Town Engineer. The Contractor shall submit a written request for an extension of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by the Town as to whether or not an extension of time will be granted.

10. COMMENCEMENT OF WORK:

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

11. BLANK FORM FOR BID:

All bids must be written or typed upon the blank form for "Bid Sheet," and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.

BIDDERS SHALL NOT REMOVE AND SUBMIT THE BID PAGES SEPARATE FROM THE VOLUME OF CONTRACT DOCUMENTS, BUT SHALL SUBMIT THEIR BIDS BOUND WITH THE COMPLETE VOLUME OF ATTACHED DOCUMENTS, INCLUDING ALL PAGES CORRECTLY ASSEMBLED.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of

guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

12. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day
Day After Christmas Day (2016 Floating Holiday)

13. PERFORMANCE & GUARANTEE MAINTENANCE BOND:

REFER TO ITEM #13 OF GENERAL

14. ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Town becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Town.

The premium on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

15. POWER OF ATTORNEY:

Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

16. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

18. DELETE

19. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206, 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

20. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

21. PAYMENTS:

The Town's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods ordered. By the fifth (5th) day of each month application for payment must be submitted by the Contractor to the Town's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.

The Town shall retain five per centum (5%) of each estimate until final completion and acceptance of all work covered by this contract.

22. GENERAL SPECIFICATIONS "(OR EQUAL CLASSES":

Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

23. INSPECTION AND TESTS:

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

24. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

25. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

26. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

27. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

28. FINAL PAYMENT:

Within thirty days of filing a certificate of completion, the Town shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

29. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment, shall be and shall operate as a release to the Town of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of the Town and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed. No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

30. SUB-SURFACE STRUCTURES:

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

31. SUB-SURFACE CONDITIONS:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions--NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder in bidding must rely exclusively upon his own investigation and that he makes this bid with the full knowledge of the kind, quality and quantity of work required.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or sub-surface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

32. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

33. SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

34. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

- a). That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.

- b). That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.
- c). That he has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

35. PATENT RIGHT:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

36. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

37. CORRECTION OF WORK:

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

38. STATEMENT SHOWING AMOUNT DUE FOR WAGES, MATERIAL ANDSUPPLIES:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein, shall include workmen and mechanics.

39. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the Town from loss due to defective work not remedied.

or

3rd. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

40. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engi-

neer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefore.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

TERMINATION:

A. TERMINATION FOR CAUSE, If through any case, the Contractor shall fail to fulfill in a timely manner, its obligations under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.

- 2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE: The Town may terminate this Agreement at any time the Town determines that the purposes of the distribution of monies under the agreement would no longer be served by completion of the Work/Project. The Town shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the Town, become its property. If the Agreement is terminated by the Town as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the Town's right of set off for any damages pursuant to the terms of the Agreement.

41. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

42. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

43. TOWN ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

44. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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 correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

45. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

46. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet Above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

ROCK

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

47. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

48. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

49. MATERIALS:

Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

50. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

51. MAINTENANCE OF TRAFFIC:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

No direct payment for maintenance of traffic will be made, but shall be considered as included in the base bid submitted.

52. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

53. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

54. PRESERVATION OF TREES:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

55. INSPECTION OF WORK AWAY FROM THE SITE:

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

56. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do

so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are

approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

57. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

58. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

59. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

60. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the

Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

61. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

62. DELETE

63. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

64. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

65. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be

considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

66. PLANNING AND PROGRESS SCHEDULES:

Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

67. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, if in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

68. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

69. SCOPE OF WORK:

The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.

A. Quantities

The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.

Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in section C, Change in Project Scope.

B. Cost Plus Items:

If the Town orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:

1.0 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Heavy Construction. Compensation shall be for each hour that said labor and foreman are actually engaged in such work, including such overtime as provided by existing laws and regulations. In addition the contractor shall receive for each hour worked, the actual costs paid to, or in behalf of workmen, by reason of allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. All personnel above the grade of foreman are excluded from receiving compensation under this section.

An amount equal to 20 percent of the total sums as specified above (1.0) will also be paid the contractor.

1.1 Other Labor Costs - The Contractor shall also be allowed to add to such direct labor and foremen costs, the following items:

Social Security Tax at the percentage legally required; Unemployment Ins., at the percentage legally required; Workmen's Compensation insurance at policy percentage rate; Property/liability damage insurance premiums;

An amount equal to 6 percent of the total sums as specified above (1.1) will also be paid the contractor.

1.2 Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to fifteen (15) percent.

1.3 Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the Town will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs will be based upon the "Rental Rate Blue Book" including Rate Adjustment Tables and amendments as published by Dataquest, Inc., San Jose, California or a lower rate if so submitted by the Contractor, and must be approved by the Town prior to any work being performed.

1.4 Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the Town and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such sub-contract to which shall be added a sum equal to ten (10) percent.

1.5 Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all

general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0 The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.

3.0 Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.

C. Change of Project Scope

In the event that the overall scope of the project is increased or decreased by 25% or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the Town and contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the Town. The revised unit prices will be applied only to that portion of the project in which the scope has been changed, in accordance with this article, and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

All of the above requirements shall be carried out in accordance with the provisions of the Trumbull Code, Article II, Purchasing, Section 23-18.4, Contracts.

70. FIELD OFFICE

Not applicable for this project.

71. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

72. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

73. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164 -1 to and including Chapter 164 -13



**Kennedy Center
Parking Lot Reconstruction**

POST BID INFORMATION

POST BID INFORMATION

All information below may be required of any/all bidders after submission.

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 desires.

1. Name of Bidder.
2. Permanent main office address and telephone.
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 dates of completion.)
7. General character of work performed by your company.
8. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
9. Experience in construction work similar in nature and complexity to this project.
10. Have you ever failed to complete any work awarded to you? If so, where and why?
11. Have you ever defaulted on a contract? If so, where and why?
12. List your major equipment available for this contract.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____
15. Give Bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Trumbull? _____

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

18. 24Hr. Emergency Telephone No. _____.
Dated at _____ this ___ day of _____, 20___.

By _____

Title _____

State of _____)
) ss.

County of _____)

_____ being duly sworn deposes and
says that he is _____ of _____
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 _____, 20___.



**Kennedy Center
Parking Lot Reconstruction**

SPECIAL CONDITIONS

SCOPE OF WORK

The contractor shall provide all labor, material and equipment required to perform work of Reconstruction at the Kennedy Center in the locations described in the bid documents, plans and specifications and as directed by the Town Engineer or his designee.

Excavation for Drainage Structures:

All trench excavated material including soil, asphalt, and catch basin structures shall be removed from the trench, loaded into trucks and disposed of off-site at a location that accepts this material.

Inlet Protection:

The contractor will install and maintain inlet protection at the locations and per the detail as shown on the plans or as directed by the Town Engineer or assigned representative.

Surface Drainage Patterns:

The contractor is responsible for modifying the subgrade to provide surface drainage flow to ensure that ponding will not occur after the placement of bituminous concrete pavement.

Dust Control:

The contractor is responsible for dust control which may require sweeping and/or the application of calcium chloride. There will be no separate payment for dust control.

SPECIAL CONDITIONS

TIME FOR COMPLETION, CONTRACT TIME AND LIQUIDATED DAMAGES

1. Refer to items 14 & 16 the General Instructions.

LAYOUT OF WORK

1. All proposed improvement locations will be completed by the Contractor.
2. The Contractor is responsible for notifying " Call Before You Dig" (811 or 1-800-922-4455) at least two full working days in advance of the excavation work to locate buried utility pipes and cables. No additional payment will be made for notifying call before you dig.

COMMUNICATION

1. All communications, written and via telecommunications shall be made to:

Frank Smeriglio
Trumbull Town Engineer
Trumbull Town Hall
5866 Main St.
Trumbull, CT 06611
Tel.: 203-452-5050
Email: fsmeriglio@trumbull-ct.gov

or to the assigned field representative.

Connecticut Prevailing
Wage Rates
Will be addendum