

**Multi-User Pre-Fabricated
Restroom at
Morehouse Park
TOWN OF EASTON, CT**



CONTRACT DOCUMENTS

**Town of Easton
652 Morehouse Rd
Easton, CT 06612**

November 2018

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Multi-User Pre-Fabricated Restroom at Morehouse Park Easton, Ct

1. INVITATION TO BID

Sealed bids for the "Multi-User Pre-Fabricated Restroom at Morehouse Park" submitted in duplicate to the Office of the First Selectmen, Town Hall, 225 Center Road, Easton, CT 06612 until 10:00 A.M. on FRIDAY, JANUARY 4, 2019, at which time and place they will be opened publicly and read.

Contract Documents may be obtained or examined at the Park & Recreation Department, 652 Morehouse Road, Easton, CT.

The Town of Easton reserves the right to reject any or all bids, to waive informalities or technicalities, to award the contract to a bidder other than the lowest bid, and to award the contract which in its judgment, will be in the best interest of the Town of Easton. It is anticipated, but not guaranteed, that a contract will be awarded within approximately fourteen (14) days after the bid opening and that the successful bidder will be required to deliver the building by April 12, 2019, after the issuance of a purchase order and deposit.

TOWN OF EASTON, CONNECTICUT
Adam Dunsby
First Selectman

2. INSTRUCTIONS TO BIDDERS

a) GENERAL DESCRIPTION OF THE SCOPE OF WORK.

All specification and options listed below are the minimum requirements needed to meet the needs of the town for a pre-manufactured ADA compliant (per ICCA117.1-2009) multi-user bathroom building. Proposals to include all engineering and construction of a pre-fabricated multi-user restroom, freight/delivery to the site location and recommended foundation and underground layout drawings. Site work (to include septic and foundation) to be provided by the town's Department of Public Works. Building should be inspected and approved to meet Connecticut 2016 building codes. The building generally consists of, but is not limited to the following:

Questions concerning building to be supplied and/or installed should be directed in writing to:

Ms. Danielle M. Alves, Director Easton Park & Recreation
Fax: 203-459-2435, Email:dalves.eastonrec@gmail.com

REQUIREMENTS

1. Bidders are urged to read all documents carefully and fill in all information requested. Proposals, which are incomplete, obscure, or conditional, and which contain irregularities of any kind, may be rejected as informal.
2. Bidders must **SUPPLY (3) COMPLETE SETS** of detailed brochures/literature describing the equipment offered, to include color chart for interior and exterior paint and foundation plan. The brochures/literature furnished will be used in the evaluation of the products offered.
3. Before acceptance of the building to be furnished under this bid, the requisitioning department head or her representative (Accepting Authority) shall have the right to inspect and test the building to ascertain that all requirements of these specifications and the notice have been fully complied with and that the building is proper and complete in every respect and in perfect working order. It is understood and agreed that the Accepting Authority shall have the right to make such test by actual use of the equipment.
4. In the event of disapproval or rejection by the Accepting Authority of any of the equipment or accessories furnished under this contract, the Contractor shall, at his own expense, make such repairs or replacements as necessary to properly satisfy the Accepting Authority. Failure to make any repairs and replacements the Accepting Authority considers necessary to conform to any clause of these specifications within thirty (30) days after notice is given to the contractor, shall also be cause for rejection of the product.
5. The Accepting Authority shall be the sole judge as to the suitability of the building. Final acceptance of the building will not be made until all related materials requested in these specifications are received.

6. The Town may consider proximity of vendor's service and past experience as a factor in determining lowest responsible bid. The Town reserves the right to favor item(s) of higher quality or size in making its award.
7. The Town of Easton is not obligated for expenditures unless funds have been encumbered by Purchase Order or executed contract. Neither the decision nor vote of the Board of Selectmen shall be considered an authorization for shipment or a notice to proceed with services or to order materials. A company or person who proceeds prior to receiving a Purchase Order, and a Notice to Proceed, or signing a contract does so without a contract and at their own risk.
8. Full detailed specifications brochures shall be supplied with bid. **THREE COMPLETE SETS** shall be submitted.
9. Where a specific brand name is called for, in most cases, this is only done in order to set up a description and/or standard of quality for the bid item. Equivalent items of equal or better quality may be proposed and approved by the Town of Easton.

The Town reserves the right to reject any proposal offering equipment and/or materials, which in its opinion, does not meet the standard or quality established by these specifications.

Any such decision will be considered final and not subject to further recourse.

10. It is understood that these specifications may or may be describe the bidder's equipment as normally constructed, and that so called "stock" equipment may or may not meet these specifications. All bidders must comply with the requirements of these specifications as herein contained. It is not the intent of these specifications to eliminate any qualified bidder. It is, however, the intent of these specifications to exclude inferior, experimental and/or improperly constructed equipment.
11. Exceptions to these specifications must be stated in writing in the bidder's proposal, in which the bidder shall describe in detail what, if anything, he proposes to furnish in lieu of the specification requirements. All exceptions, whether indicated or not on each page of the following Specifications/Sealed Bid Request, must be referenced to the corresponding page number, item and paragraph of these specifications and listed on the enclosed Sealed Bid Request pages marked "**EXCEPTIONS**". The Town of Easton will consider properly documented exceptions when making the bid award.
12. All equipment and materials supplied / installed shall be new and of current manufacture, and shall meet or exceed all specifications described herein.
13. The General Contractor will be required to provide proof of all applicable licensing including the subcontractors.
14. The General Contractor shall remain the single-point-of-contact for all equipment warranty and installation services, and must provide 100% of emergency repair service of all parts, labor, overtime, holiday time, and travel time as needed for one year from start up at no cost to the Town of Easton (Owner).

15. The General contractor shall be the prime. All other trades necessary to complete the work including but not limited to; electric, rigging, plumbing, insulation, sheet metal, controls and general shall be included. The bid shall indicate that all necessary trades are included.
16. **Provide the Town with at least three (3) references, contacts and phone numbers,** (preferably municipalities) regarding similar installation projects performed within the past five (5) years.
17. Acceptance: The Town of Easton (Owner) will not accept receipt of any equipment (installed or otherwise) unless all specifications stated in the bid document have been accommodated, and/or approved by written consent. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town of Easton.
19. Exceptions: Bidders are required to provide full details of any exceptions to the Scope of Work; details must be submitted separately, attached to the Proposal.

Prior to award of contract, make, model and manufacturer for all equipment shall be approved by written consent. The Town of Easton reserves the right to award on a basis to bidders/suppliers based on lowest price, comparable equipment, range of services and/or responsive work schedule; or any combination of these criteria.

20. The General Contractor shall be required to submit all descriptive literature and operational manuals for all mechanical items being supplied / installed.
21. Upon award of bid, the Director of Park and Recreation or her agent shall arrange the installation with the Contractor.
22. Provide manufacturer's and contractor's written certification that no asbestos containing materials have been used in the manufacturer or installation of these units.
23. Permits: The General Contractor will be responsible for securing all building permits as required by the Town of Easton. The Town waives its application and permit fees for Town of Easton projects. **Permits shall be obtained prior to starting work.**
24. All equipment design, configuration and layout shall be approved by the Park and Recreation Director or her agent, prior to award of bid.
25. All work shall be done in accordance with the NBIC and State of CT Code, and shall be inspected and permitted for use.
26. Contractor shall take precautions not to damage existing property **and be responsible for any repairs to the building resulting from the installation.**

- b) TIME AND PLACE FOR OPENING BIDS.** As noted in the INVITATION TO BID, sealed proposals for the performance of the work under this contract will be received at the Easton Town Hall, 225 Center Road, Easton, CT until **10:00 A.M. FRIDAY, JANUARY 4, 2019.** Proposals will be publicly opened and read at that time and place, and any bid received after this time or at another location may be disqualified by the owner.
- c) FORM OF BID.** Each proposal shall be upon the BID form attached and made a part hereof, and no other form of bid shall be acceptable. Each bid item shall be stated in words and figures. In the event of any discrepancies between written words and figures in connection with any bid item, the written word shall prevail. In executing the BID form, the Bidder certifies that he has inspected the site of the work and that he is thoroughly familiar with the field conditions and with the Contract Documents. Qualified, unbalanced, or conditioned bids may be cause for rejection if deemed in the best interest of the Owner.
- d) AWARD OF CONTRACT.** It is anticipated that the Contract will be awarded within fourteen (14) calendar days after the bid opening, pending review of bids, and that the Contractor will be required to deliver and install building starting April 12, 2019. The Contract will be awarded to the qualified Bidder submitting a bid that complies with the conditions of the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, and GENERAL CONDITIONS, providing, in the sole opinion of the Owner, that this best serves the public interest and the best interest of the Owner. Upon determination of Contract Awardee, the Owner shall submit to the Contractor a Notice of Award notifying the successful bidder to execute the Contract Documents.

- e) QUALIFICATIONS OF BIDDERS.** The General Contractor shall furnish to the Owner with their bid, a statement of qualification, including a list and description of projects of equivalent complexity and dollar value that the Contractor has successfully completed within the past five (5) years, along with associated reference contacts and telephone numbers.
- f) REJECTION OF BIDS.** The Owner reserves the right to reject any and all bids or to waive any informality in bids received and is not bound to accept the lowest bid if, in the Owner's sole opinion, it would be in the Owner's or public interest to accept a bid other than the lowest submitted. The Owner reserves the right to consider factors other than price, including, but not limited to, the accuracy and responsiveness of the Bidder; qualifications, experience and financial condition of the Contractor and his employees; time for completion; and labor force and equipment adequate to perform the work. The Owner also reserves the right to consider as not responsive any bidder who does not habitually perform with his own forces at least fifty percent (50%) of the dollar value of his Contracts.
- g) SUBCONTRACTS.** The General Contractor may subcontract certain portions of the work under this Contract. He shall also assume responsibility for coordination of work under subcontracts, and the Owner shall look only to the General Contractor in connection with any dealings pertaining to the Contract.
- h) NOT APPLICABLE**
- i) INSURANCE.** The successful bidder will be required to furnish evidence of such insurance, as well as maintain for the duration of the progress of the work, the minimum amounts of PUBLIC LIABILITY INSURANCE, PROPERTY DAMAGE INSURANCE and BUILDERS RISK INSURANCE as detailed in the Insurance paragraph of "EXHIBIT A", General Conditions. CONTRACTOR shall require CONTRACTOR'S insurance carrier to add OWNER and OWNER'S professional consultants and their agents as additional insured under CONTRACTOR'S general liability insurance policy with respect to services performed by CONTRACTOR for OWNER. CONTRACTOR'S insurance carrier shall acknowledge that the protection so extended shall be primary protection for OWNER and OWNER'S professional consultants and their agents.
- j) TIME LIMITS AND SCHEDULING.**
It is anticipated that a contract will be awarded within fourteen (14) days after the bid opening, pending review of bids and providing funds are available. Immediately after receipt of the Notice of Award, the contractor shall complete, sign and forward the Agreement and required insurance to the Owner for review and signature, such that the Agreement can be executed within fourteen (14) calendar days of the award. After execution of the Agreement, the general contractor shall be issued a Notice to Proceed by the Owner, and the Contractor shall be required to submit a detailed schedule for the contract and shop drawings within fourteen (14) days. After the schedule has been reviewed and approved by the Owner, he shall make every effort to adhere to this outline of the work.
- k) NOT APPLICABLE.**
- l) NOT APPLICABLE.**

m) EXAMINATION OF SITE. Bidders must satisfy themselves by a personal examination of the location of the proposed work and by such other means as they may prefer or deem necessary, as to the actual conditions, construction effort, labor, materials and requirements of the work; forming their own judgments as to the quantities and character of the work to be done and preparing their bids accordingly. No claim as a result of the nature or amount of the work to be done, or the ground where it is to be executed, will be considered or allowed by the Owner.

n) NOT APPLICABLE

o) CONNECTICUT SALES AND USE TAX. Prospective bidders are referred to the State of Connecticut Tax Department for current regulations and requirements regarding the proposed work and applicable taxes to be paid by the contractor during execution of the work. The tax on materials or supplies exempted by such regulations shall not be included as part of proposed bids, however, it shall remain the contractor's responsibility to determine taxable and exempt items and make all tax payments, and as such all bidders are encouraged to familiarize themselves with the current regulations. Nonresident contractor's attention is particularly called to Section 12-430 of the regulations, as amended, which pertains to bond requirements for the purposes of the sales and use tax.

3. **PROPOSAL FORMS**

The following forms shall be used by all bidders in submitting a qualified bid. Any bids not submitted on these forms may be subject to rejection.

a) **BID FORM**

BIDS FOR: Pre-fabricated Multi-User Bathroom at Morehouse Park, EASTON, CT

TO: **Town of Easton** FROM: _____
225 Center Road _____
Easton, Connecticut _____

Gentlemen:

The undersigned bidder, in compliance with the invitation for bids for the **Pre-Fabricated Multi User Bathroom at Morehouse Park, EASTON, CT**, having examined the specifications (with related documents) and having examined the site of the proposed work, and being familiar with all conditions and issues related to the proposed project, hereby proposes to furnish all labor, material and supplies, accordance with the Contract Documents, within the time set forth therein.

LOCATION:

- 1) **Pre-Fabricated Multi User Restroom: \$_____ (TYPED)**
Price Written Out_____ (TYPED)

Attached list of references.

Attached list of sub-contractors.

Projected Start Date: _____ after receipt of purchase order.

Guaranteed Completion Date: _____

Costs above are to include all equipment and related materials, labor, shipping, standard warranty, and installation to provide a complete building.

Signed this _____ day of _____, **2019.**

Firm Name & Address _____

Street City State

Office Phone FAX Cell

Email

Duly Authorized Signature:

Typed Name

Signature

Title

b) STATEMENT OF BIDDER'S QUALIFICATIONS

Project Name _____

Bidder's Name _____

Bidder's Address _____

Date Organized _____

How many years have you been engaged in the contracting business under

Present firm name? _____

Credit available for this contract \$ _____

Contracts now in hand; Gross Amount \$ _____

Personnel of Organization _____

Have you ever refused to sign a contract at your original bid? _____

Have you ever defaulted on a contract? _____

Remarks: _____

The above statement (and attached documents) must be subscribed and sworn to before a Notary Public.

By _____

(Preparer's Signature)

Date _____

Corporate Seal _____

Personally, appeared before me _____, who subscribed to and made oath to the truth of the foregoing statement.

State of _____

County of _____

Notary Public _____

Printed Name

4. **CONTRACT FORMS**

a) **AGREEMENT**

Pre-Fabricated Multi-User Bathroom at Morehouse Park, Easton, Ct

This AGREEMENT is executed this _____ day of _____, by and between the Town of Easton acting through the **First Selectman** of the Town of Easton, authorized therefore, who acts solely for said Town and without personal liability to himself, party of the first part and hereinafter called Owner, and _____ party of the second part and hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows: The Contractor agrees to commence and complete, within the time limits designated in the INSTRUCTIONS TO BIDDERS, all work associated with the **Pre-Fabricated Multi-User Bathroom, Easton, CT**, as well as to perform all appurtenant work, for the unit prices submitted by the Contractor under the terms of these Contract Documents; and at his (it's or their) own proper cost and expense, insure procurement and delivery of all materials to the project site and to furnish all supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the project in accordance with the conditions and prices stated in the documents and plans.

The Owner agrees to pay the General Contractor within 30 days of installation, subject to retainage. The payment to be made will be processed following the approval of the payment request by the Owner.

Retainage: The OWNER and the CONTRACTOR agree that five (5) percent of the contract work performed and approved for payment shall be retained by the Owner until final acceptance of all work under this Contract.

Contract Time: The OWNER and the CONTRACTOR agree that the contract work shall be performed within the contract time limits as stipulated in the contract documents, specifically the section TIME LIMITS AND SCHEDULING of the INSTRUCTIONS TO BIDDERS.

This AGREEMENT, the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, SPECIAL PROVISIONS, CONTRACT DRAWINGS, and all ADDENDA and AMENDMENT to any of the foregoing collectively constitute the Contract Documents referred to in this Agreement as "documents".

AGREEMENT

Pre-Fabricated Multi-User Bathroom, EASTON, CT

CONTRACTOR agrees to waive any claim against the OWNER and the OWNER'S agents, environmental consultants, and their employees acting within the scope of their duties and to defend, indemnify, and hold them harmless from any claim or liability for injury loss that allegedly arises from CONTRACTOR'S performance of the work described herein, but not including the sole negligence of OWNER or owner's agents, environmental consultants, or employees. CONTRACTOR will require all SUBCONTRACTORS to conform with this provision before they start any work. CONTRACTOR shall insure this provision in conformity with the insurance provision of this CONTRACT.

IN WITNESS WHEREOF, the parties to this AGREEMENT has hereunto set their hands and seals as of the day and year first written

OWNER:

CONTRACTOR:

Signature

Signature

Written Name

Written Name

Title

Title

Corporate Seal

Witness Signature
Written Name:

Witness Signature
Written Name:

b) CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ (Corporate Seal)

_____ Title

_____ Name (Written)

_____ Signature

c) NOT APPLICABLE

d) NOT APPLICABLE

e) CERTIFICATE OF INSURANCE - See attached Exhibit A.

f) NOTICE OF AWARD OF CONTRACT

Project Name: _____

To: _____

The Owner has considered the Proposal submitted by you for the above described work in response to its Advertisement for Bids dated ____2019 and has determined, that it is in the best interest of said Owner to accept your Proposal in the amount of _____ of _____ (\$_____); you are hereby notified that your Proposal has been accepted.

In accordance with the Instruction to Bidders you are required to prepare, sign and transmit the Agreement within adequate time such that the Owner can complete execution of the Agreement within _____ Days from the date of the delivery of this Notice to you.

Dated this _____ day of _____, **2019.**

Owner: _____

Signature: _____

Typed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged this ____ day of _____2019.

Contractor: _____

Signature: _____

Typed Name: _____

Title: _____

g) NOTICE TO PROCEED

Contractor: _____

Re: _____

NOTICE TO PROCEED

Gentlemen:

You are hereby notified to proceed with work on the above referenced project within 14 days of this Notice to Proceed.

You are requested to prepare and present a detailed construction schedule within fourteen days of this notice. In addition, please forward all shop drawings, manufacturer's submittals, material certifications and a list of subcontractors you intend to use on the project as soon as possible.

We look forward to working with you on this project. If you have any questions, please call Ms. Danielle Alves, (203) 268-7200.

Sincerely,

TOWN OF EASTON

Town Representative Signature

Title

Date

Written Name:

ACKNOWLEDGED:

Contractor Representative Signature

Title

Date

Written Name: _____

Contractor Name: _____

Contractor Address: _____

GENERAL CONDITIONS

a) DEFINITIONS FOR THIS CONTRACT. Whenever the following terms, or pronouns in place of them, are used, the intent and meaning shall be as follows:

1. **Bid or Proposal:** An offer, submitted in response to an invitation for bids, to furnish supplies and services to the Town or Owner under certain prescribed conditions included, at a stated price.
2. **Bidder:** Any individual or firm submitting a bid for the work contemplated.
3. **Contract Documents:** The Invitation to Bid, the Proposal Form, the Notice to Bidders, the General and Supplementary General Conditions, the Specifications, the Plans, the Contract, the Bonds, the Insurance Certificate, all of which shall constitute the Contract.
4. **Contractor:** A party or parties contracting directly with the Owner to perform the work covered by the Contract Documents; the legal representative of said party or parties.

b) INTENT OF DOCUMENTS. It is the intention of these General Conditions to describe the proposed construction such that the contractor may carry out and complete the work as generally described in these documents. It is not the intent of the contract documents to anticipate all possible details, conditions or issues that may arise and the contractor should expect that he may have to alter his original plan of operations, equipment, materials or manpower, and to include this in his bid price. The Contractor shall provide and pay all labor, services, incidental materials, equipment, machinery, apparatus, appliances, tools, supplies, communications, transportation, and all other things necessary to do all the work required for completion.

c) CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, utility types and locations and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein.

d) THE ENGINEER. The Engineer shall be designated at the option of the Owner as his representative, either an employee of the Owner, or a firm duly appointed by the Owner.

e) AUTHORITY OF THE ENGINEER. All work shall be subject to the review of the Engineer. He shall decide all questions as to interpretation of the Contract drawings, specifications, or other Contract documents, and questions of mutual rights between Contractors. He shall

decide on an acceptable rate of progress, on the manner of performance, and on the acceptable fulfillment of the Contract. The Engineer shall have the right to determine the order in which the work shall be executed in the best interest of the Owner and within the intent of the terms of the Contract.

- f) AUTHORITY AND DUTIES OF INSPECTORS.** Inspectors, designated by the Owner as his site representative(s), either an employee of the Owner, employee of the Engineer, or other firm or individual(s) duly appointed by the Owner, are authorized to observe all work done and materials furnished. In case of any dispute arising between the Contractor and the Construction Inspector, the Inspector has the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, or enlarge, any requirements of the specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the plans and specifications such that the Contractor shall take full and sole responsibility for meeting the requirements of the Contract Documents and Specifications. The Inspector shall in no case act as Foreman or perform other duties for the Contractor, or interfere with the management of the work by the Contractor, and the Contractor shall not rely upon unauthorized direction by the Inspector as a basis for claims. Disputes between the Contractor and the Inspector shall be referred to the Engineer for resolution.
- g) SUPERINTENDENTS.** At all times the Contractor shall have a competent Superintendent at the job site capable of reading and thoroughly understanding the drawings and specifications and capable of communicating with the Owner's representative(s). The Superintendent of the work shall have full authority to execute the directions of the Engineer without delay and supply promptly such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall designate an Acting Superintendent or Foreman who shall have charge of the work in the Superintendent's absence.
- h) SAFETY.** The Contractor's attention is specifically called to Federal, State and local safety regulations. The Contractor shall designate a responsible member of his work team at the site, whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and conditions. Employees shall have OSHA – 10 hour certificates. This person shall be conversant with the Occupational Safety and Health Administration regulations of the U.S. Department of Labor and the State Division of Industrial Safety. The Contractor shall submit reports of any accidents, should they occur, within the Contract Limits. Violation of this stipulation is cause for cancellation of this Contract. The Engineer's site responsibilities are limited to the activities of the Engineer and the Engineer's employees on site. These responsibilities shall not be inferred by any part to mean that the Engineer has responsibility for site safety. Safety in, on, or about the site is the sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees, and sequencing of construction are also the sole and exclusive responsibilities of the contractor alone. Owner

warrants that: 1) Owner's agreement with the contractor requires the contractor to indemnify, defend, and hold Owner and Engineer harmless from any claim or liability for injury or loss arising from a claim of Owner's or Engineer's alleged failure to exercise any perceived site safety responsibility; 2) Owner's agreement with the contractor requires the contractor to make Owner and Engineer additional insured's under the contractor's general liability insurance policy, which insurance protection shall be primary protection for Owner and Engineer.

i) USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The drawings, specifications and other documents prepared by the Contractor for this Project shall be the joint property of the owner and the Contractor, provided, however, the rights of ownership shall be limited as follows:

(a) Copyrighted Design Drawings

j) NOT APPLICABLE

k) MATERIALS. Unless otherwise specified, provision of all materials, including transportation of those materials not delivered to the site by the contractor's vendor, shall be the responsibility of the Contractor. **A certification, by the manufacturer, or supplier (of materials), that materials meet the requirements of the contract specifications shall be provided for all materials used in the work.**

l) PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner.

m) ERROR AND OMISSIONS. If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions on the Contract Drawings and instructions, he shall immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. The fact that specific mention of any part of the work is omitted in the specifications, whether intentionally or otherwise, when the same is clearly indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said work or both shall be installed or done the same as if called for both by the drawings and by the specifications.

All work indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

n) CORRELATION OF CONTRACT DOCUMENTS. The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Where discrepancies or conflicts occur: (a) amendments and addenda shall take precedence over the all Specifications; (b) the Manufacturers Specifications shall take precedence over the all Plans.

- o) **COMMENCEMENT AND COMPLETION OF WORK.** Actual field work under this Contract shall be commenced by the Contractor upon written notification from the Owner. All work to be performed (except as may be necessary for Items noted within the Instructions to Bidders), shall be completed within the time limit as defined in the paragraph entitled "Time Limits and Scheduling" in the Instruction for Bidders. A calendar day shall be as defined in the paragraph entitled "Definitions" in the General Conditions.
- p) **CHANGES IN THE WORK.** The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Price being adjusted accordingly. All such work shall be executed under the work items and conditions of the original Contract, except that any claim for extension of time caused thereby shall be requested in writing by the Contractor at the time of ordering such change and subsequently adjusted. Extra work or changes for work items not appearing in the original contract must be approved by the Engineer, and a change order must be executed by the Owner. The value of any such extra work or change shall be determined by estimate and acceptance on a lump sum or per unit basis shall be agreed to and included in the change order before the extra work shall progress.

If such changes make the work less expensive for the General Contractor, the proper deductions shall be made from the contract price, said deductions to be computed in accordance with the provisions listed below in this article. It is distinctly agreed and understood that any changes made in the Contract for this work (whether such changes increase or decrease the amount thereof) shall in no way annul, release, or affect the liability and surety on the bonds given by the Contractor.

The amount of compensation to be paid to the General Contractor for any additional work so ordered shall be determined by unit prices as stated in the contract documents (or subsequently agreed upon) or by a lump sum, mutually agreed upon by the Owner and the Contractor.

If a dispute arises as to the cost of the extra work, the fee for such work shall be computed as follows:

1. The cost of labor performed and material used by the Contractor with his own forces.
2. The cost of Workmen's Compensation, Federal Social Security and Connecticut Unemployment Compensation in established rates as well as all fringe benefits inherent to the particular trades involved.
3. Actual cost of rented equipment used directly on the work.
4. On work to be performed by the General Contractor, his allowances for change orders up to and including \$5,000 - 10% overhead and 10% profit; for change orders from \$5,001 to \$15,000 - 10% overhead and 7% profit; for change orders from \$15,001 to \$25,000 - 10% overhead and 5% profit; for change orders from \$25,001 and up 12% (total). If the work to be performed results in a credit to the Owner, no percentage of overhead and profit will apply.
5. On work to be performed by a subcontractor, the General Contractor's allowance for overhead and profit will be as follows:

\$ 0 to \$ 5,000	- 10%
\$ 5,001 to \$15,000	- 8%
\$15,001 to \$25,000	- 6%

\$25,001 and up

- 4%

The percentage above shall be applied to the total cost of the Subcontractor's work including Subcontractor's allowance as per item 4, above.

6. On any changes involving one subcontractor, his total costs and/or omissions shall be combined as one before the application of the percentage allowed for overhead and profit in accordance with item b (4). The General Contractor's percentage of overhead and profit shall then be applied in accordance with item b (5) above. On any changes involving more than one Subcontractor, the additional charges, if any, shall have overhead and profit added to them before credits are applied. The General Contractor's percentage of overhead and profit may then be applied.
7. On work performed by a subcontractor, his allowance is to be the same as item 4, above.
8. The General Contractor shall, when requested, promptly furnish in a form satisfactory to the Owner itemized statements of the cost of work so ordered, including but not limited to certified wage payrolls and copies of accounts, bills and vouchers to substantiate the above actual costs.

If the Contractor wishes to make a claim for an increase in the contract sum or for any damages sustained as a result of changes in the work, he shall give the Owner written notice thereof within five (5) calendar days after the occurrence of the event giving rise to such claims; no such claim shall be valid unless the notice is in writing. In addition, the Contractor shall provide daily or weekly (as determined by the Owner) itemized statements of the details and cost of such work performed or damage sustained.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons or damage to work or any adjoining property, in which case the Owner shall issue a written order for such amount as he finds to be reasonable cost of such work.

- q) ROYALTIES AND PATENTS.** If the General Contractor desires to use any design, device, material, or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or Owner.

The Contractor and the Surety shall indemnify and save harmless the Owner for any costs, expenses, and damage which it may be obliged to pay by reason of any infringement at any time during the prosecution or after the completion of the work.

- r) COOPERATION OF TRADES.** The Contractor is responsible for and shall control all activities of his Subcontractors, and the Subcontractors shall consult and cooperate with one another and other Contractors working on the site in the installation of the work of each. Each Subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install his own work so as to avoid delays or interferences with the work of another. Any cost or changes, cutting and/or repairing, made necessary by the

failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or his faulty work installed.

- s) CLAIMS FOR EXTRA COSTS/TIME EXTENSION.** If the General Contractor claims that any instructions, whether by drawn, written, verbal or other media, issued after the date of the Contract involve extra cost or additional contract time, he shall give the Engineer written notice before proceeding to execute the work, except in an emergency endangering life or property. If written notice is not received prior to proceeding with execution of the work, then additional fees or time extension will be at the discretion of the Owner.
- t) CORRECTION OF WORK BEFORE FINAL PAYMENT.** The General Contractor will promptly and without expense to the Owner remove from the premises all materials condemned by the Owner as failing to conform to the Contract Documents, whether incorporated in the work or not; will promptly and without expense to the Owner replace any such materials so that the same shall be in accordance with the Contract Documents, and will bear the expense of making good all work of other contractors or subcontractors destroyed or damaged by such removal or replacement.

If the General Contractor, after receipt of notice from the Owner, shall fail to remove such condemned materials within a reasonable time as fixed in such notice, the Owner may remove and store such materials at the expense of the General Contractor.

Such action shall not affect the obligation of the Contractor to replace and re-execute the work and to bear the expenses herein before referred to. If the Owner deems it inexpedient or undesirable to correct any portion of the work injured or not done in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Owner, shall be equitable.

u) NOT APPLICABLE

- v) CLEANING UP.** The General Contractor shall remove at his own expense, from the Owner's property and from all public and private property, all temporary structures, stockpiles, rubbish and waste materials resulting from his operations, and shall maintain orderly conditions throughout the job, having due regard for the rights and needs of the Owner, including his continuing use of the property, as well as those of the adjacent property owner's.
- w) DEFECTIVE WORK AND MATERIALS.** Any material furnished by the Owner which is damaged or rendered defective by the handling or improper installation by the Contractor shall be made good and replaced at the Contractor's own expense.
- x) ALL WORK SUBJECT TO THE CONTROL OF THE OWNER.** In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and at such times and places, by such methods and in such manner and sequence as the owner may require. The Owner (or his representative) shall make final determination on

the amount, quality, acceptability and fitness of all parts of the work, shall interpret the Plans, Specifications, Contract Documents 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 Owner has reasonable objection, and shall not remove any plant, materials, equipment or other facilities from the site of the work without the Owner's permission. Upon request, the Owner shall confirm, in writing, any oral order, direction, requirement or determination.

y) EQUAL EMPLOYMENT. The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin. Equal Employment Opportunity rules and regulations must be posted at the job site.

z) ABANDONMENT OF WORK. If the work to be done under this Contract shall be abandoned, or if this Contract, or any part thereof, shall be sublet without the previous written consent of the Owner, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to the rate of progress are not fulfilled, that the work is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by a written order, with a copy mailed to the home office of the Surety, to discontinue all work, and charge the entire expense to the Contractor. For such completion, the Owner, for itself or its contractors, may take possession of and use any materials which may be found at the location of said work.

All expenses charged under this Article shall be deducted and paid by the Owner out of any monies then due or to become due to the Contractor under this Contract. Also, the Owner shall not be held to obtain the lowest figures for the work of completing the Contract. If, in any case, the expense of such work shall exceed the sums due to the Contractor, the Contractor shall pay the amount of the excess to the Owner.

aa) GUARANTEE. The Contractor guarantees that the work done under this Contract, and the workmanship performed and equipment used in the construction of the same, shall be free from defects or flaws, that each item of equipment shall be adequate and that the performance test requirements of the specifications shall be fulfilled. This guarantee shall be for a period of one year from and after the date of written final acceptance of the work by the Owner as stated in the final estimate. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment, and material, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.

It is hereby, however, especially agreed and understood that this guarantee shall not include any repairs or replacements made necessary by any causes other than improper, inadequate, or defective work, workmanship, materials, or design by the Contractor or those employed directly or indirectly by him.

bb) PAYMENT AND PAYMENT SCHEDULE. The Contractor shall be paid according to the terms and sums specified in the Agreement and as outlined in the section of the General Conditions entitled "Application For Payment - Schedule of Values". Upon completion of the work specified in the contract drawings, the Contractor shall notify the Owner to make arrangements for a final inspection at the construction site. Upon approval by the Owner

of all work completed, the Contractor shall submit a requisition for final payment, excluding appropriate retainages. After completion of the final inspection, and completion of any resulting corrective work that may be identified, the Owner shall issue, in writing, a notice of final acceptance to the Contractor.

The Owner may withhold payment or, as a result of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect himself from loss resulting from:

- (i) Defective work not remedied.
- (ii) Claims filed or reasonable evidence indicating probable filing of claims against or on account of the Contractor.
- (iii) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (iv) A reasonable doubt that the Contract can be complete for the balance then unpaid.
- (v) Damage to another Contractor.
- (vi) Failure of the Contractor to complete the work within time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

cc) NOT APPLICABLE
dd) NOT APPLICABLE

ee) RELATED SEPARATE CONTRACTS. The Owner reserves the right to perform work in connection with the project with his own forces, to let separate contracts relating to the project or in connection with work on the same or sites adjoining, or to request utility owners to perform work on the site relative to relocation or replacement of their respective overhead or underground facilities. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and for the installation of their work. The Contractor shall properly coordinate and connect his work with theirs, and shall fully cooperate with such parties.

ff) CONSTRUCTION PROGRESS SCHEDULE. Within fourteen (14) days after the date of signing of the contract, the Contractor shall submit for examination by the Owner a Construction Progress Schedule which shall indicate the scheduling of the various divisions of the work included in the contract. Work shall not begin until the schedule is reviewed and accepted by the Owner.

gg) LICENSES AND PERMITS. The Owner requires that all contractors performing work in any municipality obtain all licenses and/or permits required by that municipality and those required by any utility owner who may have jurisdiction over the construction work, prior to the start of any work. Contractors may obtain all necessary information as to the requirements for these licenses from the Town Clerk in the town where the work is being performed.

hh) NOT APPLICABLE
ii) NOT APPLICABLE

jj) WORK HOURS. Allowable working hours on this project shall be as specified in Section nine (9). No work will be allowed at any other time without prior written permission from

the Owner, although general maintenance and cleanup operations may continue beyond these hours at the Owners discretion.

kk) NOT APPLICABLE

ll) NOT APPLICABLE

mm) NOT APPLICABLE

nn) NOT APPLICABLE

oo) OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If (a) the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or (c) The Contractor shall refuse or fail, after notice of warning from the Owner to supply enough properly skilled workmen or proper materials; or (d) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified or shall fail to complete the work within said period; (e) or the contractor shall fail to make prompt payment to persons supplying labor materials for the work; or (f) the Contractor shall fail to regard laws, ordinances, or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provisions of this contract; then, and in any such event, the Owner without prejudice to any other rights or remedy it may have, may with seven (7) days notice to the Contractor terminate the employment of the Contractor and his right to proceed, and may take possession of the work and complete the work by contract or otherwise, as the owner may deem expedient. In such case, 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 expenses shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right to the Contractor to proceed with the work is so terminated, the Owner 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.

pp) INSURANCE. The Contractor shall not commence work under this contract until he has obtained all insurance required by the Owner and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall be required to submit to the Owner, the completed Certificate of Insurance presented in Exhibit A of these contract documents.

The Contractor shall at all times indemnify and save harmless the Owner, and their respective officers, agents, and employees, arising out of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said Owner, or of the Contractor, his subcontractors, or material men, or from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or be any other person or property, real or personal (including property of said Owner) caused in whole or in part by the acts, omissions, or neglect of the contractor including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in constructing the

work of the contractor, any subcontractor, material man, or anyone directly employed by them or any of them while engaged in the performance of the contract, including the elapse time from the date ordered to start work or the actual start whichever occurs first until the completion, as described in these contract documents and certified by the Owner.

Compensation Insurance - The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the

Contractor. In case any class of employees engaged in hazardous work at the site of the project under this Contract is not protected under the Workers' Compensation Act, the Contractor shall provide and shall cause each Subcontractor to provide for the protection of their employees not otherwise protected.

Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of the Contract such Public Liability and Property Damage Insurance as shall protect him, and the Owner as its/his interest may appear, and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone employed by either of them. The types and amounts of such insurance shall be as listed in the Insurance Coverage Summary Table, below.

- qq) LEGAL REQUIREMENTS.** All requirements of the law are deemed inserted in this contract and are as fully part hereof as if actually inserted in the Contract Documents. In particular, the Contractor's attention is drawn to permit requirements of the State of Connecticut, local governments, or utility owners; local and State safety regulations; and State of Connecticut statutes relative to preference to State citizens.
- rr) SUBCONTRACTS.** The Contractor shall, as soon as practical after signing the Agreement and before starting construction, notify the Owner in writing of the names of subcontractors proposed for the work and shall identify those that differ from names submitted in the proposed bid. All subcontractors shall be subject to approval by the Owner. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.
- ss) EQUAL EMPLOYMENT.** The Contractor must ensure that all employees and applicants for employment are not discriminated against because of sex, race, color, religion or national origin. Equal Employment Opportunity rules and regulations must be posted at the job site.
- tt) LIABILITY - INDEMNITY.** The Contractor shall at all times indemnify and save

harmless the Owner and its respective officers, agents and servants, as a result of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation as a result of safety violations or injuries (including death) suffered by any persons or damage to any property sustained by the owner thereof, caused in whole or in part by the acts or omissions of the Contractor, any sub-contractor, material man or anyone directly or indirectly employed by them while engaged in the performance of this Contract and including any guarantee period.

uu) EMPLOYEES. The Contractor shall at all times enforce strict discipline and good behavior and order among his employees, and shall not employ on the work site any unfit person or anyone not skilled in the work assigned to him. The Owner reserves the right to have any person employed by the Contractor, or his subcontractors or suppliers, temporarily or permanently removed from the work site for behavior or skills the Owner deems to be improper for the work or work site.

vv) NOT APPLICABLE

ww) NOT APPLICABLE

xx) NO COLLUSION OR FRAUD

NO COLLUSION OR FRAUD

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Contract are named therein, and that no person other than those mentioned therein has any interest in the above-mentioned proposal or in securing of the award, and that this Contract has been secured without any connection with any person or persons other than those named, and the Contract was secured without collusion or fraud and that neither any officer nor employee of the Town has or shall have a financial interest in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Code of Ethics of the Town of Easton.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not collusive or sham bid;
4. Neither the said Bidder, nor any of its officers, partners, owners, representatives, agents, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding, collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid prices or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Easton or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,
6. That no Selectman, other officer or employee or person whose salary is payable in whole or in part from

the Town Treasury, is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

equip-

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, **2019**.

My Commission expires _____ **2019**.

(Signed)

(Title)

6. DESIGN SPECIFICATIONS

The pre-fabricated restroom building will be designed to individually meet the following criteria and all applicable accessibility and building code requirements. The restroom will be designed and constructed to have a minimum of three separate rooms, one for men (community style), one for women (community style) and one housing the utility/mechanicals.

There shall be three exterior lockable doors to provide access to the three individual rooms. The men's room shall be constructed with the following; One hand dryer, one ADA accessible sink, one low rise urinal, one ADA accessible toilet stall. The women's room shall be constructed with the following: One ADA accessible sink, one hand dryer, one individual toilet stall of standard dimension and one ADA accessible toilet stall.

The third room shall be the utility/mechanical room.

Additional Design Standards

1. The flush building will be designed to meet the accessibility requirements put forth by federal, state, and local statutes.
2. The flush building will be an all concrete design with a minimum 3/12 roof pitch, 4" wall, 4 1/2" roof and 5" floor thickness.
3. All wall to floor interior surface seams shall have a minimum 1" radius coving made of high strength grout.

Roof/Wind/Snow Load

Building will meet various structural loads such as below, but not limited to/or restricted by them.

1. The flush building is designed to withstand a 30 pound per square foot snow load.
2. The flush building is designed to withstand 100 pounds per square foot floor load.
3. The flush building will withstand the effects of 100 miles per hour.

MATERIALS

A. Concrete – General

1. The concrete mix design will be designed to ACI 211.1 to produce concrete of good

workability.

2. Concrete will contain a minimum of 675 pounds of cementitious material per yard. Cement should be a low alkali type I/II or III conforming to ASTM C-150.
3. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
4. Maximum water/cement ratio will not exceed .45.
5. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.
6. If Self Compacting Concrete (SCC) is used, it must conform to ASTM C1611.

B. Colored Concrete

1. Color additives will conform to ASTM C979. A color sample should be available for town approval.
2. The following will contain colored concrete:
 - a. Toilet building roof panels.
 - b. Building walls.
 - c. Screen panels.
3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients are weighed and the mixing operation should be adequate to ensure uniform dispersion of the color.

C. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown on drawings or specified are to ACI318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1¼" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel is ½".
6. Full lengths of reinforcing steel are used when possible. When splices are necessary on long runs, splices are alternated from opposite sides of the components for adjacent steel bars.
 - a. Lap bars under #4 a minimum of 12" bar diameters.
 - b. Lap bars larger than #4 a minimum of 24" bar diameters.
7. Reinforcing bars are bent cold. No bars partially embedded in concrete are field bent unless approved by the customer.

D. Caulking, Grout, Adhesive and Sealer

1. Interior and exterior joints to be caulked with a paintable polyurethane sealant.
2. Grout to be a non-shrink type and painted to match the color of surrounding concrete as nearly as possible.
3. Cement base coating is formulated with a very fine aggregate system and is a built-in bonding agent.

E. Paint

1. All paints and materials will conform to all federal specifications or be similar "top-of-the-line-components." Paints shall not contain lead.
2. Type of paints for toilets.
 - a. Inside concrete surfaces.
 - i. Interior floors will be a chemical resistant urethane. Color to be selected upon award.
 - ii. Interior walls and ceilings will be a latex epoxy, followed by a clear acrylic anti-graffiti sealer. Color to be selected upon award.
 - b. Metal surfaces both inside and out.
 - i. DTM ALKYD
 - c. Exterior concrete surfaces.
 - i. Exterior slab will be clear sealer.
 - ii. Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer. Color to be selected upon award.

F. Grab Bars

1. ADA Code compliant grab bars and hardware will be stainless steel, able to withstand standard loading applicable to ANSI.

G. Toilet Paper Dispenser

1. Dispenser will be wall mounted plastic, and lockable, WASSAU or equivalent. Dispenser will be capable of holding four (4) standard rolls of toilet paper.
2. Women's toilets shall include a stainless-steel sanitary napkin disposal in each stall.

H. Soap Dispensers

1. Dispensers will be vertical, wall mounted, 22-gauge stainless steel, push button, 40 ounce minimum, Bobrick or equivalent.

I. Exterior Steel Doors

1. Doors will be flush panel type 1¾" thick, minimum 16-gauge galvanized steel, top painted with DTM ALKYD, color to be selected upon award.
2. Door frames to be knockdown or welded type, single rabbet, minimum 16-gauge galvanized steel top painted with DTM ALKYD, width to suit wall thickness, color to be selected upon award. Rubber door silencers to be provided on latch side of frame.
3. All doors shall be equipped with stainless steel ball bearing door hinges (3 per

door) adjustable tension and automatic closing for each door, to be Yale Security Model No. 51.

4. Each exterior door, three (3) in total shall have a keyed vandal resistant deadbolt lockset on interior. Locksets shall be Yale Model 5300 Lever Lock stainless steel, finished with replaceable style cores with lever handle both inside and out and meet ANSI A156.2. To include five (5) Master Keys, ten (10) Submaster; Male/Female doors keyed for Master and Submaster and keyed alike, Utility Room keyed for Master only.

J. Doorstop

1. Doorstop for every door shall be a dome style stop meeting ANSI 156.16.

K. Double Coat Hook

1. Double Coat hook on each stall, 304 stainless steel 16-gauge (1.5mm)

L. Door Sweep

1. Door sweep to be provided at the bottom of door and will be an adjustable brush type.

M. Wall Vent

1. Wall vent will be crank operated allowing the unit to be opened or closed. Crank will be removable. Vent cover will be 14-gauge 304 stainless steel and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum $\frac{3}{4}$ " on exterior walls with a 45-degree bevel. Interior to be flush mounted. Wall vent will not protrude from the wall.

N. Signs

1. One Female & One Male bathroom signs to have raised pictograms, letters, and braille to meet ADA.

O. Windows

1. Window frames will be constructed from aluminum or stainless steel, panes to be frosted, minimum size one (1) foot by three (3) feet.
2. Window frames to have vandal resistant fasteners and opener.
3. One window in male and one in female.

P. Mirrors

1. One mirror per bathroom, 16" x 20", 8-gauge, 304 stainless steel or equivalent.

Q. Stalls and Stall Doors

1. Overhead braced/floor mounted partitions with stall and stall doors to be solid

HDPE, minimum thickness 1", Santana brand or equivalent, color to be selected upon award.

R. Plumbing Flush Section/Room

1. All fixtures to meet ANSI A112.19.2.
2. Plumbing shall be concealed in the utility service area.
3. *Flush valve* – Concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type. Water closet flow of 1.6 gallons per flush. Urinal .5 gallons per flush.
4. *Hammer arrester* – Installed on water line.
5. *Hose bib* – One available in chase area and one on exterior of structure.
6. *Sinks* – Vitreous china with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sinks will be heavy duty commercial style and shall have pillar tap faucets with ADA trap cover.
7. Main shut-off valve and drain.
8. *Toilet* – Constructed of vitreous china, wall hung, with siphon jet action and elongated heavy duty plastic seat. Toilet will have a back spud for a concealed flush valve connection and will be mounted at proper height per ADA code.
9. *Urinal* - Urinals will be constructed of vitreous china, wall hung with siphon jet action. Urinal will have a back spud for a concealed flush valve connection and will be mounted at proper height per ADA code.
10. Inline floor drains with trap seal on each room (3).
11. *Waste and vent material* – ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.
12. *Water material* – *PEX poly tubing*. A pipe ball will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 90 psi.
13. *Water valve* – Self-closing water set with indexed push button.
14. Mini Tank Hot water heater, four (4) gallon tank capacity, 120 v, 1440 watts, manufactured by Eemax model EMT4.

S. Electrical

1. All components shall be UL listed.
2. *Breaker panel* – Manufactured by Square D and sized to meet load requirements, mounted to meet electrical code.
3. *Interior lighting* – Vandal resistant fixtures with built-in occupancy sensor, energy efficient LED lights.

4. *Exterior lighting* – Vandal resistant fixtures with motion sensor and energy efficient LED lights
5. *Exhaust fans (2)* – All wet location motion activated with speed control in chase area to control CFM, HVI certified
6. *Wiring* – PVC conduit, surface mounted in the service area and concealed in the user compartments. All wire shall be copper.
7. GFI duplex outlets provided per code requirements.
8. Hand Dryers, two (2) ADA compliant (per ICCA117.1-2009), vandal resistant stainless steel, push button, non-heated air, World Dryer or equivalent

MANUFACTURE

- A. Finishing Concrete
 1. All exterior building walls and exterior screen walls to be concrete form liner barnwood. Color to be determined upon award.
 2. All exterior surfaces roof panels to be cedar shake, underside of overhang to have smooth finish. Color to be determined upon award.
- B. Cracks and Patching
 1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
 2. Small holes, depressions, and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
 3. Patching will not be allowed on defective areas if structural integrity of building is affected.

FINISHING AND FABRICATION

- A. Structural Joints
 1. Wall components to be joined together with two (2) welded plate pairs at each joint. Each weld plate will be 6" long and located one (1) pair in the top quarter and one (1) pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld.
 2. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
 3. Walls and roof will be joined with weld plates, 3" x 6" at each building corner.
 4. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching colored caulk on the outside and two (2) weld plates 6" long per wall.
- B. Painting/Staining
 1. An appropriate curing time will be allowed before paint is applied to concrete.

7. INSTALLATION

- a. Location
 - 1. It is the responsibility of the Town/owner to:
 - a. Provide exact location by stakes or other approved method.
 - b. Provide clear and level site free of overhead and/or underground obstructions.
 - c. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
 - d. Foundation and septic to be prepared by the Town/owner per bidder drawings.
 - e. Water, electrical, and sewage site connections to be placed per bidder drawings and to easily connect to the building.
- b. Compacting of Base (Responsibility of Town)
 - 1. The base of the area will be compacted after it has been excavated. After the base has been placed, it shall be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.
- c. Base (Responsibility of Town)
 - 1. Town shall provide finished foundation based on design by contractor. Contractor shall submit shop drawings within 30 days of award.
- d. Delivery (Responsibility of Contractor)
 - 1. Delivery to site made on normal highway trucks and trailers
 - 2. General Contractor to provide crane
 - 3. General Contractor to provide setting of unit.
- e. Additional Responsibility of Town
 - 1. Connection of water service
 - 2. Electrical connection
 - 3. Sewage system connection

8. PERMITS, DATA, TESTING AND LICENSES

1. The General contractor shall be responsible for the obtaining of all necessary permits and inspections required by local ordinances in setting of unit.
2. Town of Easton Building Inspector will require a report from a 3rd party inspector stating building is build up to code and complying with all state of Connecticut codes.

9. LOCATION

1. Morehouse Park, 413 Morehouse Rd, Easton Ct

Hours of work: Standard hours of work are seven (7) AM to four (4) PM, Monday - Friday, any time changes need to be confirmed with Director of Park and Recreation before initiating.

"EXHIBIT A" Standard Insurance Specifications for Contractors Doing Work With and For the Town of Easton

Before any contract is awarded for the performing of work on any property of the Town of Easton, the person engaged to perform any such work ("the Contractor") shall file with the Town a Certificate of Insurance, executed by an insurance company doing business in the State of Connecticut, stating that with respect to the work the Contractor carries insurance in accordance with the following requirements and specifications:

1) WORKERS' COMPENSATION INSURANCE

With respect to all operations the Contractor performs and those performed for the Contractor by subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

Any Contractor who is a sole proprietor and has no employees must certify in writing to the Town that such Contractor is a sole proprietor and as such is not required to carry worker's compensation insurance in accordance with the requirements of the State of Connecticut.

2) COMMERCIAL GENERAL LIABILITY

With respect to the operations of the Contractor and also those performed for the Contractor by Subcontractors, the Contractor shall carry regular commercial general liability insurance which shall include premises operations (including explosion, collapse & underground coverage) completed operations, broad form property damage and blanket contractual for not less then the limits of liability as follows:

2,000,000	General Aggregate Limit	1,000,000	Each Occurrence Limit
2,000,000	Products/Completed Operations Aggregate Limit	1,000,000	Fire Legal Liability
1,000,000	Personal & Advertising Liability	5,000	Medical Exp.

The Town of Easton shall be added as an additional insured to the Contractor's commercial general liability policy.

3) BUSINESS AUTO LIABILITY

With respect to any owned or hired vehicles the Contractor shall carry business auto liability insurance for not less than the limits as follows: 1,000,000 Combined Single Limit

4) EXCESS LIABILITY - UMBRELLA FORM

Minimum limit of 2,000,000 per occurrence.

5) PROTECTIVE LIABILITY INSURANCE FOR AND IN THE NAME OF THE TOWN OF EASTON

The Town may require that with respect to the operations the Contractor performs and also those performed for the Contractor by subcontractors, the Contractor shall carry for and in behalf of the Town of Easton:

- a) regular protective public liability insurance providing for a total of one million dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one or more persons in each occurrence, and
- b) regular protective property damage liability insurance providing for a limit of not less than one hundred thousand dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident a total (or aggregate) limit of two hundred thousand dollars (\$200,000.00) for all damages arising out of injury to or destruction of property during the policy period.

6) CONTRACTUAL LIABILITY INSURANCE

The Contractor shall provide insurance which shall at all times indemnify and save harmless the Town, its officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of the Town of Easton or of the Contractor, his subcontractors, or material men, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any person or property, real or personal (including property of the Town), caused in whole or in part by the acts, omissions, or neglect in safeguarding the work or through the use of unacceptable materials in constructing the work, anyone directly or indirectly employed by them or any of them while engaged in the performance of the contract, including the entire elapsed time from the date ordered to start work until the completion as certified by the Town.

Unless requested by the Town, the Contractor and his insured shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

7) TERMINATION OR CHANGE OF INSURANCE

Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by "certified mail" at least (30) thirty days in advance of termination or of any change in the policy. No change shall be made without prior written approval of the Town.

The Contractor shall keep all the required insurance in continuous effect until the date the Town indicates the termination of the Contractor's responsibility. Failure to maintain required insurances shall result in termination of any contract with the Contractor without liability on the part of the Town.

8) WAIVER

The Town (acting through the First Selectman) may waive or limit its insurance requirements. No waiver or limit shall be in effect unless in writing.

All the above insurance requirements must be on file with the Town of Easton before any work by the Contractor begins.