

Fire Department Training Tower  
Project No. 21-09  
Bid Date September 23, 2020, 10 A.M.

## **CONTRACT DOCUMENTS**

### **TOWN OF NORTH HAVEN, CONNECTICUT**

**Fire Department Training Tower Project  
Northeast Fire House, 366 Washington Avenue,  
North Haven, CT**

**Project #21-09**

#### **Bid Opening:**

**Wednesday, September, 23, 2020 at 10:00 A.M.  
Via Zoom Videoconference  
and Conference Call**

**Department of Finance and Administration  
Memorial Town Hall  
18 Church Street  
North Haven, Connecticut 06473**



FINANCE

Fire Department Training Tower  
Project No. 21-09  
Bid Date September 23, 2020, 10 A.M.

FINANCE

**INVITATION TO BID**  
**TOWN OF NORTH HAVEN**

Sealed bids from qualified and responsible contractors for the **Fire Department Training Tower Project, Northeast Fire House, 366 Washington Avenue, North Haven, Project No. 21-09** will be received at the Department of Finance and Administration Office, Memorial Town Hall, 18 Church Street, Lower Level, North Haven, Connecticut, 06473 until **10:00 a.m. on Wednesday, September 23, 2020**, at which time and place they will be opened and publicly read via ZOOM.

To Join the ZOOM Meeting – here is the link:

<https://us02web.zoom.us/j/86213216405?pwd=cWdSSFYxQTl1bDF3TjMzMUZqYzRGZz09>

Meeting ID: 862 1321 6405

Passcode: 855311

One tap mobile

+13126266799,,86213216405# US (Chicago)

+19292056099,,86213216405# US (New York)

Plans and Bid Specifications for the project shall be obtained from the Town of North Haven's website at [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us) under the heading of BUSINESS and BIDS AND PROPOSALS as managed through Department of Finance and Administration. After bids are received, the Director of Finance and Administration will analyze whether vendors have submitted responsive bids, meet the requirements called for in the Invitation to Bid and determine the lowest responsible and qualified bidder. In reviewing the bids, the Director of Finance and Administration may consider the past performance, financial responsibility, quality of work and service experience of the vendors before awarding the bid. The Director of Finance and Administration reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it is deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA  
Director of Finance and Administration

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**TOWN OF NORTH HAVEN-FINANCE DEPARTMENT  
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS**

The general terms and conditions set forth below apply to all purchases authorized by the Town of North Haven. The terms and conditions below are accepted by each bidder upon submission of a bid to the Town. All bidders are expected to fully inform themselves as to the conditions (including site conditions), requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

**General Information to Bidders**

The Town of North Haven will receive sealed Bid Proposals for the **Fire Department Training Tower Project, Northeast Fire House at 366 Washington Avenue, North Haven, Project No. 21-09.**

The Town of North Haven's Northeast Fire House Facility is open daily, Monday through Friday (with the exception of some of the federally observed holidays) from 7 A.M. to 3:00 P.M. and is a fully operational fire house. The Successful Bidder shall be responsible for coordinating all services with the Town and checking in daily with the Northeast Fire House Office and/or its Designee prior to any and all work conducted.

Sealed bids will be received at the Department of Finance and Administration, Memorial Town Hall, 18 Church Street, Lower Level, North Haven, Connecticut 06473 until **10:00 a.m. on Wednesday, September 23, 2020.** Bids received after the specified closing time will not be accepted and will be returned to the prospective bidder(s) unopened.

Copies of this Invitation to Bid and Plans and Bid Specifications for the project shall be obtained from the Town of North Haven's website at [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us) under the heading of BUSINESS and BIDS AND PROPOSALS as managed through Department of Finance and Administration. Invitation to Bid, Plans and Bid Specifications are also available for review at the Department of Finance and Administration, Memorial Town Hall, 18 Church Street, Lower Level, North Haven, Connecticut 06473.

**A mandatory pre-bid meeting has been scheduled for 10 A.M. E.S.T. on Wednesday, September 16, 2020** at the Northeast Fire House Facility to answer any questions prospective Bidders may have regarding the Project. The Town of North Haven's Northeast Fire House Facility is located on 366 Washington Avenue in North Haven, Connecticut. **The pre-bid meeting is mandatory, interested Bidders MUST attend the pre-bid meeting.**

All questions regarding the above solicitation for Bid shall be submitted to Lynn K. Sadosky, P.E., Director of Public Works in writing only at [sadosky.lynn@town.north-haven.ct.us](mailto:sadosky.lynn@town.north-haven.ct.us) with a copy to Edward J. Swinkoski, CPA, Director of Finance and Administration at [swinkoski.edward@town.north-haven.ct.us](mailto:swinkoski.edward@town.north-haven.ct.us)

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All questions regarding the Bid Specifications and Plans referred to as **Fire Department Training Tower Project, Northeast Fire House, 366 Washington Avenue, North Haven, Project No. 21-09** shall be submitted in writing and on or before 2:00 P.M. E.S.T. on Friday, September 18, 2020. No inquiries or questions will be accepted after 2:00 P.M. E.S.T. on Friday, September 18, 2020.

**All questions will be responded to** in the form of an addendum. The addenda, which shall be part of this bid, will be posted on the Town website, [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us) under Business – Bids & Proposals, **by the close of business on Monday, September 21, 2020.** Each Respondent is responsible for checking the website to determine if the Town has issued any addenda.

The Bid Specifications must be followed and complied with in all respects. The Successful Bidder shall comply with all applicable Federal, State, and local laws and regulations, as well as Connecticut DEEP requirements, and all Town of North Haven requirements.

All bids shall be held firm by the bidders for a period not less than ninety (90) days from the Bid Opening Date. No Bidder shall withdraw their bid during that time period.

No oral or facsimile bid proposals are permitted or shall be considered as valid.

The Town of North Haven reserves the right to reject any and all bids or to waive any informalities, irregularities, omissions, or technical defects in the bids if the Town, in its sole discretion, deems the same to be in the best interest of the Town.

**Bidders shall note that work under this Contract is NOT subject to Prevailing Wage Rates.**

The successful bidder shall furnish payment and performance bonds from a T List surety authorized to issue bonds in Connecticut.

The Successful Bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, non-discrimination and local hiring preferences established by the Town of North Haven and the State of Connecticut.

All bidders shall comply with and satisfy the Town of North Haven Standard Bid and Contract Terms and Conditions, a copy of which is available from the Department of Finance and Administration.

All work to be conducted under the **Fire Department Training Tower Project, Northeast Fire House at 366 Washington Avenue, North Haven, Project No. 21-09**, shall be conducted within the Town of North Haven's property and/or right of way. Approvals have been secured for the project through the Town's Planning and Zoning Commission and the Town's Building Department and therefore permitted under Town of North Haven requirements and regulations.

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The successful Bidder shall be required to obtain both Building and Fire Department Permits for the project BEFORE construction commences. However, Permit Fees with the EXCEPTION of the State of Connecticut's Educational Fee, will be waived.

After bids are opened, the Town will determine the qualifications and responsibility of the apparent low bidder, and the responsiveness of the bid. In reviewing the bids, the Town may consider the past performance, financial responsibility, sales and service experience of the bidders.

The Town reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed by the Town to be in the best interest of the Town of North Haven.

This contract is being bid pursuant to Section 406 of the Charter for the Town of North Haven. The attention of the bidders is also directed to the Ordinances of the Town of North Haven, including Chapter 32 – BID PREFERENCE FOR TOWN-BASED BUSINESSES.

Copies of Town of North Haven Ordinances are available upon request and/or by downloading the Ordinance from the Town of North Haven's website – [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us).

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**INSTRUCTIONS TO BIDDERS**

**GENERAL:** Sealed proposals will be received by the Director of Finance and Administration of the Town of North Haven, Memorial Town Hall, 18 Church Street, Lower level, North Haven, Connecticut, 06473 as outlined in the "Invitation to Bid".

**BIDS:** All Bids must be submitted on forms supplied by the Town and shall be subject to all requirements of the Contract Documents, including these "Instructions to Bidders." All Bids must be complete and regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

**The Bid Proposal and Bid Sheet/Bid Schedule shall be completed and enclosed in a sealed envelope clearly marked as shown below:**

**Fire Department Training Tower,  
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September 23, 2020 at 10:00 A.M.**

Make sure to include the Name of Bidder, and date and time of Bid Opening, in order to guard against premature opening of the Bid. The Town of North Haven may consider as irregular any Bid on which there is an alteration of, or departure from, the Bid Form hereto attached and, in its option, may reject same. If the Contract is awarded, it will be awarded by the Town of North Haven to the lowest responsible and qualified Bidder as determined by the Town of North Haven's Director of Finance and Administration.

**ADDENDA AND INTERPRETATIONS:** Any request from prospective Bidders for interpretation of the meaning of Contract Specifications or other Contract Documents shall be made, in writing, to the Director of Public Works and the Director of Finance and Administration at [sadosky.lynn@town.north-haven.ct.us](mailto:sadosky.lynn@town.north-haven.ct.us) and [Swinkoski.edward@town.north-haven.ct.us](mailto:Swinkoski.edward@town.north-haven.ct.us), **no later than Friday, September 18, 2020 by 2:00 p.m.**

Responses/Interpretations will be made in the form of written Addenda to the ITB, which Addenda shall become a part of the Contract. Not later than two (2) days prior to date fixed for opening of proposals or on September 23, 2020, written addenda will be available on the Town of North Haven's website at [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us). Failure of any Bidder to receive such Addenda shall not relieve Bidder from any obligation under his proposal as submitted.

**CONTRACT PROVISIONS:** At the date fixed for opening of Bids, it will be presumed that each Bidder has satisfied him/herself as to actual conditions; requirements and quantities of work, and has read and become thoroughly familiar with Contract Documents including Contract Specifications and Addenda, if applicable.

**BIDDER'S QUALIFICATIONS:** The Town of North Haven may make such investigation as deemed necessary to determine the qualifications and ability of the Bidder to perform the Contract. The Bidder shall furnish the Town of North Haven with all such information and data for similar projects as

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may be required for the Town's purpose. Bidders are directed to the 'Statement of Bidders Qualifications', which must be completed and included with the Bids.

The Town of North Haven reserves the right to reject any Bid if the Bidder fails to satisfactorily demonstrate to the Town of North Haven that it is properly qualified by experience and technical and financial facilities to carry out the obligation of the Contract and to satisfactorily complete the work called for herein. Conditional Bids will not be accepted.

In judging the lowest responsible and qualified bidder, the Town of North Haven shall consider the quality of work performed by the Contractor in the past, the Contractor's dependability, and its ability to perform the work in compliance with the schedule, project specifications, contract documents and other project requirements. The Town of North Haven reserves the right to reject any or all Bids whenever it deems it to be in the best interest of the Town of North Haven.

**MAJOR LUMP SUM ITEM AND PRICE:** This project is being bid using a single Major Lump Sum Item (MLSI) titled "Fire Department Training Tower". The Major Lump Sum Item (MLSI) includes all work depicted on the Contract Plans, described in the Contract Specifications, or as otherwise required for performance and completion of the work, including mobilization and project closeout. The lowest responsible and qualified bidder will be required to submit a proposed Schedule of Values to the Town for review and approval promptly upon request by the Town. The Schedule of Values shall be divided into "Line Items" listed for major work items grouped separately for each CSI Section of the Specifications. Each line item shall include quantities determined from the Contract Documents multiplied by a unit cost to achieve a total for the line item. Where requested by the Town of North Haven, the Contractor shall breakdown the line items further into more specific line items. The total of all line items in the Schedule of Values shall equal the bid dollar amount for the MLSI.

The MLSI bid shall include all work depicted on the Contract Plans and described in the Contract Specifications including any incidental work that is not specifically described in the Contract Documents but is required for performance and completion of the work required under the Contract. The lump sum amount shall be entered as a single line item on the Bid Sheet.

Payments will be based on the completion of work items identified in the Schedule of Values and the actual quantities installed and approved. Should conditions make it necessary to alter quantities or delete items, no extra compensation for overhead or profit will be allowed. Any bid not conforming to this provision may be rejected.

**REJECTION OF BIDS:** The Town of North Haven also reserves the right to reject any and all Bids, for any reason the Town deems advisable, and to award the Contract to any of the Contractors bidding on work regardless of the amount of Bid. It is intended that the Contract will be awarded to the lowest responsible and qualified Bidder (or Bidders) possessing skill, ability and integrity necessary to faithfully perform the work as determined by the Town.

**AWARD OF CONTRACTS:** The Contract will be awarded to the lowest responsible and qualified bidder, as determined by the Town of North Haven's Director of Finance and

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Administration. The Town of North Haven reserves the right to reject any or all Bids whenever it deems it to be in the best interest of the Town.

The successful Bidder shall execute and deliver to the Town, within five (5) business days of the date of the Notice of Award, an Agreement in the form provided by the Town.

**WITHDRAWAL OF BIDS:** No bidder may withdraw their bid **for ninety (90) days** after the bid opening. The time may be extended by mutual agreement between the Owner (Town of North Haven) and the Successful Bidder.

**BID ITEMS:** The Town of North Haven reserves the right to alter quantities or delete bid items or portion of bid items for any reason deemed advisable and to be in the best interests of the Town. Deletions and alterations shall not be considered as a waiver of any other conditions of the Contract nor to invalidate any provisions thereof. The Contractor shall accept payment in full at the contract price for actual quantities of work performed.

**PRE-BID MEETING:** **A mandatory pre-bid meeting will be held at the project site on Wednesday, September 16, 2020 at 10:00 am.**

The project site is the Town of North Haven Northeast Fire House located at 366 Washington Avenue, North Haven, Connecticut 06473. Bidders are asked to check in with the Office upon arrival to the site.

**BID QUESTIONS OR COMMENTS:** Questions or comments on the bids will be accepted until 2:00 pm on Friday, September 18, 2020. Questions or comments shall be submitted to BOTH the Town's Director of Finance and Administration, Edward J. Swinkoski at [swinkoski.edward@town.north-haven.ct.us](mailto:swinkoski.edward@town.north-haven.ct.us) and Director of Public Works, Lynn K. Sadosky at [sadosky.lynn@town.north-haven.ct.us](mailto:sadosky.lynn@town.north-haven.ct.us). Responses will be provided on or before Monday, September 21, 2020 close of business day in the form of an addenda.

**CONSTRUCTION:** shall commence **within ten (10) days of the Award of Contract** and as weather conditions permit, as determined by the Director of Public Works. The contract shall be completed within the time of completion stated in contract documents, commencing at time of Notice to Proceed.

**TIMES OF COMPLETION:** **The Bidder, by submitting a Bid, hereby agrees and warrants that it will substantially complete all work under this Contract to the satisfaction of the Town of North Haven no later than 225 days from the Notice to Proceed with work. The Bidder, by submitting a Bid, hereby expressly agrees that the times set for completion of the contract are reasonable.**

**LAWS AND REGULATIONS:** The Bidder's attention is directed to the fact that all applicable State of Connecticut laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

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**NON-DISCRIMINATION IN EMPLOYMENT:** The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities.

The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor agrees to comply with each provision of Connecticut General Statutes section 4a-60 and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

The contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:** Unless otherwise stated in the Invitation to Bid, each bid shall be accompanied by a bid bond issued by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of North Haven, Connecticut. **The amount of the bid deposit shall be 10% of the total base bid unless otherwise specified.**

**PERFORMANCE BOND:** The successful bidder must supply payment (if any subcontractors will be used) and performance bonds for the full amount (100%) of the total bid. The bonds shall be issued by a surety company authorized to issue bonds in Connecticut. The performance bond

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shall be for the benefit of the Town of North Haven. The performance bond shall be security by the successful bidder for faithful performance of its contract. Bonds shall be furnished upon execution of the contract. The successful bidder upon failure or refusal to furnish within 10 days the required bonds shall forfeit to the Town of North Haven as liquidated damages their bid bond amount.

**TAX EXEMPTION:** The Town of North Haven is exempt from paying state of Connecticut sales and use tax and for that reason the Bid Price shall not include any sales or use tax on the items specified.

**RIGHT OF THE TOWN TO TERMINATE CONTRACT:** In the event that any of the provisions of the Contract are violated by the Contractor, or by any of its subcontractors, the Town of North Haven may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within five days after the serving of such notice upon the Contractor, the Contractor cures its default, the Town may terminate the Contract for default. The Town may also terminate the Contract without cause, for the Town's convenience, upon ten (10) calendar days written notice to Contractor. In the event that the Town exercises its termination for convenience right, the Contractor shall be entitled to payment only for work completed as of the date of termination.

**FORMS:** All Forms, including those for the BID BOND, BIDDERS QUALIFICATION STATEMENT, NON-COLLUSION AFFIDAVIT and AFFIDAVIT OF TAX must be completed and submitted with the BID SHEET and BID SCHEDULE. Interested Bidders are directed to the forms following same.

**LATE BIDS:** Bids received after the bid deadline of Wednesday, September 23, 2020 at 10 A.M. shall not be accepted. Requests to withdraw a bid received after the date and time specified for bid opening will not be considered.

**WITHDRAWAL OF BIDS:** Bids may be withdrawn by written authorization only and only prior to the date and time specified for time of bid opening.

**MAILING OF BIDS:** All bids, which are to mailed, shall be in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Department of Finance and Administration Office. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of North Haven assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the Department of Finance and Administration. This date of receipt will prevail over postmark date.

**OPENING OF BIDS:** The bids will be received **until 10:00 am on Wednesday, September 23, 2020** at the Department of Finance and Administration, Memorial Town Hall, 18 Church Street, North Haven, Connecticut 06473. Bids will be opened publicly and, at the Town's discretion, read aloud via ZOOM videoconference and conference call. Vendors are not permitted to enter the Department of Finance and Administration to attend bid openings.

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To Join the ZOOM Meeting – here is the link:

<https://us02web.zoom.us/j/86213216405?pwd=cWdSSFYxQTI1bDF3TjMzMUZqYzRGZz09>

Meeting ID: 862 1321 6405

Passcode: 855311

One tap mobile

+13126266799,,86213216405# US (Chicago)

+19292056099,,86213216405# US (New York)

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to the public following contract award.

**BID COMPLETION:** All information required by the invitation must be complete to constitute a responsive bid. Failure to do so may, if deemed to be in the best interest of the Town, result in disqualifying the bid.

The Town of North Haven and its Director of Finance and Administration reserves the right to reject any or all bids, or any part of a bid or to waive defects in bids if, in the Town's sole discretion, rejection is deemed to be in the best interest of the Town of North Haven.

All bids submitted shall be binding for ninety (90) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Finance Department. All extensions are to be authorized in writing.

**PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.

**ERROR IN BIDS:** Any mistake in a bid, which is obviously a clerical error such as a price extension, decimal point error or Freight on Board (FOB) terms, may be corrected by the Department of Finance and Administration, following bidder verification, if deemed by the Town to be in the best interest of the Town. Clerical errors detected at the bid opening will be corrected and initialed by the Department of Finance and Administration, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.

**RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, include any exclusions or qualifications. The Town reserves the right to deem a bid containing qualifications or exclusions non-responsive and disqualify the bid

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if deemed by the Town to be in the best interest of the Town.

**MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town of North Haven. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Director of Finance and Administration or First Selectman.

**EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Department of Finance and Administration, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he/she proposes to furnish.

**SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by the Town of North Haven until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked "samples" and delivered to the Finance Department. The package must indicate the name of the bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

**TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory.

Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Director of the Department of Finance and Administration, in its sole discretion, reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Director of the Department of Finance and Administration to judge if all requirements of the specifications are being met.

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**MISCELLANEOUS:** The bidder shall comply with the true intent of the specifications and not take advantage of any error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of North Haven to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

The contract will be awarded to the lowest responsive, qualified and responsible bidder complying with all the provisions of the invitation, and as the Town, in its sole discretion, deems such acceptance and award to be in the best interest of the Town of North Haven. The Director of the Department of Finance and Administration reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is, in the sole discretion of the Town, deemed to be in the interest of the Town. The Director of the Department of Finance and Administration also reserves the right to reject the bid of a bidder who has previously failed to adequately, properly or successfully perform or complete on time contracts and projects of a similar nature or a bid of a bidder who upon investigation by the Town, is deemed to be unqualified or not responsible.

In determining responsibility and qualifications, the considerations of the Town of North Haven include, but are not limited to, the following:

- a. The ability, capacity and skill of the bidder to perform the required services.
- b. The ability of the bidder to perform the contract or provide the services/perform the project work within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of bidder's performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
- i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- j. Prepayment discounts for early payment will be taken into consideration when making award.

**NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase requisition will be issued following verbal notification to the successful bidder. The successful bidder shall execute the contract presented by the Town, without modification or

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alteration, within ten (10) days of its receipt thereof from the Town.

**TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

**TOWN-BASED BUSINESS PREFERENCE:** Price, responsibility and qualification factors being equal, preference will be given first to resident bidders of the Town. However, the Town reserves the right to reject any bid based upon the other considerations identified in these bid specifications.

**SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities needed for the successful completion of the project, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.

**GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his/her expense shall repair the defect or replace the item.

**AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.

**CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing via written change order and signed by the First Selectman or his authorized agent and an authorized representative of the Contractor.

**INSURANCE REQUIREMENTS:** The contractor, unless otherwise stated in the Invitation to Bid, immediately following award of the contract shall furnish to the Town of North Haven a Certificate of Insurance from an insurer licensed in Connecticut for the following coverage:

1. Comprehensive General Liability
2. Property Damage & Bodily Injury Liability
3. Automobile Liability
4. Workman's Compensation and Employees Liability
5. Professional Liability

The Town of North Haven shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for

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construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

**GENERAL LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverages.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements\*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

**\*HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify, defend and save harmless the Town of North Haven, its officers, elected and appointed officials, boards, commission, committees, employees, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men/women or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

**AUTOMOBILE LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability to cover all automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

**WORKERS' COMPENSATION:** The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverages described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of North Haven shall be named as an "additional insured" on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements for Contractors, On Public Works Projects and State Licenses."

**SUBCONTRACTS:** Contractor shall not assign, transfer, subcontract or otherwise delegate performance of the contract, or its right, title or interest therein, or its power to execute such

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contract, to any other person, entity, firm or corporation, without the express prior written consent of the Town. In no case shall such consent relieve the Contractor from its obligations under the contract, nor shall consent change the terms of the contract. If the Contractor assigns, transfers, conveys, sublets or otherwise disposes of its contract or its right, title or interest therein, without obtaining prior written consent from the Finance Department, the assignment, transfer or subcontract shall be void and shall be an event of default under the Contract.

**Termination for Convenience:** The Town may, upon ten (10) days advance written notice to the Contractor, terminate the Agreement for the Town's convenience. In the event that the Town exercises this right, Contractor shall be paid for services and materials provided in accordance with the Agreement as of the effective date of termination. Contractor shall not be paid for consequential, incidental, punitive or other damages and shall not be paid for overhead and profit on work not performed.

**Termination for DEFAULT:** The contract may be terminated by the Town in whole or in part upon three (3) days advance written notice of default to the contractor upon non-performance or breach of contract terms. In the event of default termination, no further payment shall be due to Contractor until the Project is completed. If upon completion of the Project, after subtracting the completion costs, a balance is due to the Contractor under the Agreement, it shall be paid. If the completion costs exceed the balance under the Agreement as of the date of termination, the Contractor shall reimburse the Town for all costs above the contract balance. The Contractor and/or its surety shall be liable to the Town for costs incurred by the Town in excess of the contract balance. Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Finance Department, shall also constitute contract default.

**DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Finance Department, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Finance Department, shall constitute contract default and authorize the Finance Department to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Finance Department, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard in quality, subject to an adjustment in price to be determined by the Finance Department.

## **BID Proposal**

The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, submits herewith, in conformity with the general terms and conditions and specifications for the Town of North Haven, **Project 21-09** for the following proposal to perform "**Fire Department Training Tower Project, Northeast Fire House at 366 Washington Avenue**" in the Town of North Haven, Connecticut.

### **GENERAL DESCRIPTION:**

The General Description and project specifications apply to the construction of a new five-story Fire Training Tower for the North Haven Fire Department located at the Northeast Fire House on 366 Washington Avenue in North Haven, Connecticut. The structure is approximately 50 feet high and consists of a structural steel framework of conventional steel I-beams and tubular steel columns. The floor system consists of plywood decking supported by I-shaped floor joists at each level. The columns are founded on concrete foundation walls with an integral mat foundation and a full basement. The lateral system consists of eccentrically braced frames which are infilled with non-load bearing Fire-Retardant Treated Wood (FRTW). Unique features of the tower include the design of three stair configurations, repelling stanchions at multiple floors, a removable floor panel on the first floor and an operable practice canopy with adjustable roof pitch.

The Contractor shall be responsible for, but not limited to: maintaining overall site conditions, maintenance and protection of traffic, installing and maintaining erosion control measures, excavation and removal of soils in area of proposed structure, management, and disposal, back fill and formation of subgrade, and reestablishment of surface conditions.

The Contractor is hereby directed to the technical Bid Specifications and Plans as part of this Contract.

All work shall be performed in accordance with all federal, state, and local building codes and regulations.

### **SCOPE OF WORK**

The Scope of Work shall include, but shall not be limited to, the following:

1. Clearing and grubbing of the proposed work site. This may require removal of vegetation and/or tree related work.
2. Excavation and removal of soils in area of proposed structure, management, and disposal, back fill and formation of subgrade. May include, but not be limited to, structural excavation equipment, pumping, backfill, utility bedding, gravel fill, hauling and structural compaction.

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3. Completion of structural concrete, including the purchase and installation of threaded anchor rods, reinforcement steel and cast-in-place concrete for the foundation mat and foundation walls.
4. Concrete finishing, including finishing of floors, manual float and associated manual steel trowel work.
5. Concrete masonry work, including the purchase and installation of decorative concrete unit masonry, concrete bond beams, reinforcement steel, horizontal masonry joint reinforcement, precast concrete coping, grouting and mortar.
6. Purchase and installation of structural steel work, including structural steel columns, beams, bracing and connections both welded and bolted.
7. Purchase and installation of framing for floors, including fabricated composite I-shaped floor joists, treated stair headers, stair girders, floor nailers, stair landing ledgers, joist hangers and other accessories.
8. Purchase and installation of framing for stairs, including treated stair landing headers, stair landing ledgers, stair landing joists, stair stringers, stair treads, joist hangers and other accessories.
9. Purchase and installation of framing for walls, including Fire-Retardant Treated Wood (FRTW) for sills, top and bottom plates, and wall studs.
10. Purchase and Installation of tower roof framing, including roof rafters, blocking, ridge board, soffit blocking, rafter hangers and accessories.
11. Purchase and installation of canopy roof framing, including horizontal struts, roof rafters, fascia boards, shelf board blocking, joist and rafter hangers and accessories.
12. Sheathing, including the purchase and installation of floor sheathing, exterior wall sheathing, roof sheathing, canopy roof sheathing and interior wall sheathing.
13. Railings, including the purchase and installation of treated lumber posts, railings, trim, balusters and handrails.
14. Thermal and moisture protection, including the purchase and installation of damp proofing, damp proofing protection board, exterior house wrap, underslab vapor barrier, asphalt shingles, felt underlayment and ridge shingles for tower and canopy roofs, fiber cement siding, drip edge flashing and ridge vent.
15. Doors and windows, including the purchase and installation of metal entrance door, and various rolling exterior shutters.

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16. Specialties, including the purchase and installation of under eave soffit vents.
17. Plumbing and Fire Protection, including purchase and installation of fire standpipe check valve, fire standpipe control valves, fire standpipe double connection, fire standpipe piping and elbows, submersible sump pump, filter fabric, piping for sub-drainage, and prefabricated sump pit and dry well.
18. Hoisting equipment, including the purchase and installation of hand operated winch and pulley assemblies with 2-ton capacity.
19. Other items, including General Conditions, site restoration, mobilization, demobilization, and construction staking are included in the Contract.

The Contractor is directed to the Technical Specifications, which are attached hereto.

Potential controlled materials excavation, management, and disposal.

The selected Contractor shall be required to provide a Schedule of Work outlining his/her plan to meet the proposed schedule of two hundred twenty-five (225) calendar days from Notice to proceed to Completion. This Schedule of Work shall be delivered to the Director of Public Works no later than thirty (30) days after the Notice to Proceed is issued by the Town of North Haven.

All work will be done in compliance and accordance with the Bid Plans and Bid Specifications.

**COMPLETION OF WORK**

The above Scope of Work, shall be completed no later than two hundred twenty-five (225) days after the award of the Contract. Extension of work related to Bid Alternates or changes in the bid shall be agreed upon by the Town of North Haven and the successful Bidder.

**GENERAL INFORMATION FOR BIDDERS**

All Bid Proposals are to be:

- a. Submitted in triplicate unless otherwise indicated in the Bid Specification.
- b. Submitted using the proposal forms furnished with the Bid.
- c. Submitted in a sealed envelope with the Bidder's name and address in the upper left-hand corner of the envelope.
- d. Made out and signed in the corporate, or other, name of Bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified in the Invitation to Bid will not be considered. Amendments to, or withdrawal of proposals received later than the time and date set for the bid opening will not be considered.

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Bidders or their representatives may be present at the bid opening.

The Town of North Haven may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Director of Finance and Administration reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of North Haven.

A contract shall not be awarded to any corporation, firm or individual that has an unpaid and overdue debt to the Town of North Haven by nonpayment of taxes, fines or other charges or by contract, or who is in default as surety or principal pursuant to any obligation to the Town of North Haven.

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## **BID SHEET**

### **BID PROPOSAL - PROJECT 21-09 Fire Department Training Tower Project, Northeast Fire House, 366 Washington Avenue, North Haven**

#### **NOTES TO BIDDERS**

All bids are to be held firm until awarded.

1. The Town of North Haven will hold the successful bid prices firm for a period not to exceed ninety (90) days from the date of award.
2. The **Bid Opening date and time are Wednesday, September 23, 2020 at 10:00 A.M.** The Bid Opening will be held via a ZOOM Meeting.

To Join the ZOOM Meeting – here is the link:

<https://us02web.zoom.us/j/86213216405?pwd=cWdSSFYxQTl1bDF3TjMzMUZqYzRGZz09>

Meeting ID: 862 1321 6405

Passcode: 855311

One tap mobile

+13126266799,,86213216405# US (Chicago)

+19292056099,,86213216405# US (New York)

3. Envelope (s) must be plainly marked "**BID – Project No. 21-09, Fire Department Training Tower Project, Northeast Fire House**", with the time and date of Bid Opening.
4. Bids must be submitted on this form and one (1) original and two (2) copies must be included with the envelope.
5. The Successful Bidder's overhead, premiums for insurance and bonds, profit, equipment, transportation and all other related costs to this contract are included in the Bid Price.
6. All questions regarding the Bid shall be submitted to Lynn K. Sadosky, P.E., Director of Public Works at [sadosky.lynn@town.north-haven.ct.us](mailto:sadosky.lynn@town.north-haven.ct.us) and Edward J. Swinkoski, CPA, Director of Finance and at [swinkoski.edward@town.north-haven.ct.us](mailto:swinkoski.edward@town.north-haven.ct.us).
7. All questions regarding the Bid Specifications and Plans referred to as **Fire Training Tower Project, Northeast Fire House** at 366 Washington Avenue, North Haven, Connecticut, **Project No. 21-09 shall be submitted in writing and on or before 2:00 P.M. E.S.T. on Friday, September 18, 2020.** No inquiries or questions will be accepted after 2:00 P.M. E.S.T. on Friday, September 18, 2020.

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8. All questions will be responded to in the form of an addendum. The addendum, which shall be part of this bid, will be posted on the Town website, [www.town.north-haven.ct.us](http://www.town.north-haven.ct.us) under Business – Bids & Proposals, by the close of business on Monday, September 21, 2020. **Each Respondent is responsible for checking the website to determine if the Town has issued any addenda.**
  
9. All interested **Bidders shall submit three (3) copies of the Bid Sheet** with their submission to the Department of Finance and Administration and receipt of all addenda, where applicable.

**BIDS MUST BE SUBMITTED ON THE FOLLOWING BID FORM:**

<b>BID SHEET</b> <b>Project No. 21-09</b> <b>Fire Department Training Tower Project,</b> <b>Northeast Fire House, 366 Washington Avenue, North Haven</b>					
Bid Item	Item Description	Quantity	Unit	Unit Price	Amount
1	*Fire Department Training Tower - The Major Lump Sum Item (MLSI) includes all work depicted on the Contract Plans, described in the Contract Specifications, or is otherwise required for performance and completion of the work, including mobilization and project closeout.	1	Major Lump Sum Item		
<b>Total Amount of Bid Based Upon Item 1* Above:</b>				\$	

\* This project is being bid using a single Major Lump Sum Item (MLSI) titled "Fire Department Training Tower". The Major Lump Sum Item (MLSI) includes all work depicted on the Contract Plans, described in the Contract Specifications, or is otherwise required for performance and completion of the work, including mobilization and project closeout. The lowest responsible and qualified bidder will be required to submit a Schedule of Values to the Town for review and approval by the Town promptly upon request by the Town. The Schedule of Values shall be divided into "Line Items" listed for major work items grouped separately for each CSI Section of the Specifications. Each line item shall include quantities determined from the Contract Documents multiplied by a unit cost to achieve a total for the line item. Where requested by the Town of North Haven, the Contractor shall breakdown the line items further into more specific line items. The total of all line items in the Schedule of Values shall equal the bid dollar amount for the MLSI.

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The MLSI bid shall include all work depicted on the Contract Plans and described in the Contract Specifications including any incidental work that is not specifically described in the Contract Documents but is required for performance and completion of the work required under the Contract. The lump sum amount shall be entered as a single line item on the Bid Sheet.

The **TOTAL AMOUNT** of this Bid, based upon the estimated Major Lump Sum Item (MLSI) quantity listed above for Item 1, as computed by the Bidder is:

\_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS,  
\$\_\_\_\_\_.

Bids Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Firm Telephone # Fax #

\_\_\_\_\_  
Address Printed Name Title

\_\_\_\_\_  
City, State, Zip Authorized Signature

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**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_, as Principal  
(Name of Principal)

\_\_\_\_\_, as Surety,

are held and firmly bound unto the TOWN OF NORTH HAVEN, CONNECTICUT,

hereinafter called the "TOWN", in the penal sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_),

lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, the Principal, has submitted the Accompanying Bid dated \_\_\_\_\_

20 \_\_\_\_\_, for \_\_\_\_\_

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

Fire Department Training Tower  
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NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or no period be specified, within thirty days after the said opening, and shall be within the period specified therefore, or if no period be specified, within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the Town in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfilment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the Town the difference between the amount specified in the said Bid and Amounts for which the Town may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain I full force and virtue.

IN WITNESS THEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto affixed and these presents to be sign by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
(Principal)

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

BY: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

CITY/TOWN \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8½" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name \_\_\_\_\_

2. How many years has this organization been in business under its present business name?

Years \_\_\_\_\_

3. How many years has this organization been in business as a General Contractor?

Years \_\_\_\_\_

4. List three (3) projects of similar magnitude, include brief description of Scope, owner name, address and contact information.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

5. If this organization has not always been a General Contractor, list the trade(s) that your firm customarily performed prior to the time that you became a General Contractor:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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6. Indicate all other names by which this organization has been known and the length of time known by each name:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

7. This firm is a \_\_\_\_\_Corporation \_\_\_\_\_Partnership \_\_\_\_\_Sole Proprietorship \_\_\_\_\_Joint Venture \_\_\_\_\_Other.

8. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with projects on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a supervisory capacity.

9. Identify all licenses (excluding driver's licenses, marriage licenses and fishing licenses) held by the respondent and the individuals to be assigned to the Project.

10. Have you ever failed to complete any work awarded to you?

11. Have you ever been declared in default of a contract?

12. List all litigation, arbitration or mediation proceedings to which you have been a party in the past five (5) years.

13. List all sub-trades which your firm customarily performs with own employees.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Trade References: Names, addresses and telephone numbers of three (3) firms with whom your organization has regular business dealings.

(Attach separate sheet)

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**DELINQUENT TAX AFFIDAVIT**

**This Affidavit must be completed, notarized and attached to your Bid Proposal.  
Failure to do so may result in the rejection of your Bid.**

**City/Town: North Haven, Connecticut**

Description of Project: \_\_\_\_\_

I, \_\_\_\_\_, acting on behalf of \_\_\_\_\_  
(name of party signing Affidavit) (person firm, association, corporation, or organization)

of which I am \_\_\_\_\_, submitting a bid/request for proposal for the above project, certify and affirm  
(Title of Person)

the following:

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
2. the undersigned has (check one)  
\_\_\_\_\_ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or  
\_\_\_\_\_ (b) is not required to file such list

To the best of knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

\_\_\_\_\_  
(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
Name of Corporation or Firm

\_\_\_\_\_  
Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public/Commission of the Superior Court

\_\_\_\_\_  
My Commission Expires

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**CERTIFICATE OF CORPORATION**

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

(Corporate Seal)

Signature of Person Certifying \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

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

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

That he is a ( ) partner; ( ) officer; ( ) owner of the firm of:

\_\_\_\_\_

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with the bidder, or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, of any other bidder, or to secure any advantage against The Town of North Haven, Connecticut or any person interested in the proposed contract; and that all statements in said proposal of bid are true.

Bidder: \_\_\_\_\_

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

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2020 \_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_ 2020 \_\_\_\_\_

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**Fire Department Training Tower Project  
Northeast Firehouse,  
366 Washington Avenue,  
North Haven, CT**

**Project #21-09**

**SPECIAL CONDITIONS**

**INDEX TO SPECIAL CONDITIONS**

**TITLE OF TASK**

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2. WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS & SPECIFICATIONS
3. CONTRACTOR TO CHECK DIMENSIONS & SCHEDULES
4. FIRST AID TO INJURED
5. CONFORMANCE WITH DIRECTIONS
6. PROTECTION AGAINST HIGH WATER & STORMS
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9. WORK OUTSIDE REGULAR HOURS
10. DISPOSAL OF MATERIALS, ACCESS TO HYDRANTS & GATES & MATERIALS TRIMMED-UP FOR CONVENIENCE OF PUBLIC TRAVEL OR ADJOINING TENANTS
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19. EXISTING UTILITIES OR CONNECTIONS
20. COMPLETENESS OF WORK
21. DUST CONTROL
22. CARE OF THE WORK
23. INDEMNITY OF OWNER BY CONTRACTOR
24. MATERIALS & WORKMANSHIP
25. EROSION & SEDIMENTATION CONTROLS

**SPECIAL CONDITIONS**

**ARTICLE 1 SCOPE OF WORK:**

The Contractor shall furnish all labor, materials, supplies, equipment, incidentals thereto and other facilities and services necessary for or incidental to the work contemplated by this contract as required by and in strict accordance with the drawings, specifications and addendum (or addenda), and/or required by and in strict accordance with such changes as are ordered and approved pursuant to this contract. The Contractor shall perform all other obligations imposed on him/her by this contract. The Contractor shall be responsible for all materials delivered and work performed until completion and final acceptance by the Town of North Haven has been determined. Upon completion of the contract, the project shall be presented, complete and undamaged.

**ARTICLE 2 WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS & SPECIFICATIONS:**

The work, during its progress and through its completion, shall conform to the lines and grades shown on the drawings/plans and to the directions given by the Owner or Owner's representative from time to time, subject to such modifications or additions as he/she shall determine to be necessary during the execution of the work. Additionally, in no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the date pertaining to or outlined in these specifications.

**ARTICLE 3 CONTRACTOR TO CHECK DIMENSIONS & SCHEDULES:**

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him/her by the Owner or Owner's representative, and shall notify the Owner of all errors therein which he/she may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings, plans and schedules. The Owner will furnish all instructions should such an error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified by the Owner or Owner's representative.

**ARTICLE 4 FIRST AID TO INJURED:**

The Contractor shall provide arrangements for the immediate removal and hospital treatment of any Contractor employee injured on the project who may require the same.

**ARTICLE 5 CONFORMANCE WITH DIRECTIONS:**

The Owner may make alterations in the lines, grade, plan(s), form, dimensions or materials to be used in the project or any part thereof, either before or after the commencement of construction. This is at the Owner's discretion and decision.

**ARTICLE 6 PROTECTION AGAINST HIGH WATER AND STORMS:**

- a) The Contractor shall take all precautions to prevent damage to the work, work site or equipment by high water or by storms (including hurricanes). The Owner may prohibit the carrying out of any work at any time when in his/her judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress. No claim by the Contractor shall be made for lost time as a result of such a shut down by the Owner.
- b) In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work or damaged site, as the Owner may require, at no additional expense to the Owner.

**ARTICLE 7 SEQUENCE OF WORK:**

The Contractor shall employ experienced foremen, craftsmen and other workers competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Owner or Owner's representative and shall not again be employed on the work under this project.

**ARTICLE 8 PROJECT SCHEDULE:**

The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him/her in advance in accordance with additional requirements specified herein and approved by the Owner. This schedule, which is due within thirty (30) days of the Notice to proceed, shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner advance notice and ample time for making the necessary preparations.

**ARTICLE 9 WORK OUTSIDE REGULAR HOURS:**

Night work or work on Saturdays, Sundays or holidays, which are observed by the Owner requiring the presence of an Engineer or Inspector, will not be permissible except in case of emergency, and only upon the approval of the Owner or Owner's representative.

**ARTICLE 10 DISPOSAL OF MATERIALS, ACCESS TO HYDRANTS & GATES, & MATERIALS TRIMMED-UP FOR CONVENIENCE OF PUBLIC TRAVEL OR ADJOINING TENANTS:**

The materials from the trenches and excavations and those used in the construction of the work shall be deposited in such a manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public

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travel or the adjoining tenants. All excavated materials not approved for backfill and fill, all surplus material and all rock and boulders resulting from the excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional expense to the Owner.

**ARTICLE 11 UTILITIES:**

As required by law, the Contractor shall be responsible for notifying Call-Before-You-Dig (CBYD) prior to performing any construction work. The Contractor shall be solely responsible for all coordination with utility companies in working in and around service mains or laterals within the proposed construction zones. Conflicts between the proposed work and existing utility line(s), is possible, and the Contractor shall utilize extreme care in work around buried utility lines.

**ARTICLE 12 TURF, TOPSOIL & OTHER REPLACED ITEMS:**

Where structural basement and tower systems are constructed through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the trench is filled, leaving the land as nearly as possible to its original condition. Trees, fences, walls, walkways – where applicable, and such other items must not be damaged.

**ARTICLE 13 MATERIALS:**

All materials furnished and used in the completed work shall be new, of best quality workmanship and design and recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies and intended to conform to those standards adopted by the Owner or Owner's representative. Preference in manufacture shall be given to adopted standards and the Contractor shall further familiarize himself with the requirements of the Owner when the occasion or choice of materials of supplies so demands.

**ARTICLE 14 DEFECTIVE MATERIALS, INSPECTION & TESTING OF MATERIALS FURNISHED, SAMPLES & ORDERING LISTS:**

- a) No materials shall be laid, installed or used which are known, or may be found to be in any way defective. Notice shall be given to the Owner of any defective or imperfect material. Defective or unfit material found to have been laid or installed shall be removed and replaced by the Contractor with sound and unobjectionable material without additional expense to the Owner.
- b) All materials furnished by the Contractor are subject to thorough inspections and tests by the Owner.

**ARTICLE 15 FINISHING & CLEANING UP:**

In completing the backfilling of the trenches or excavation areas, the Contractor shall replace all surface material to the satisfaction of the Owner, and shall then immediately remove all surplus material, and all tools and other property belonging to him, leaving the entire driveway, street or surroundings free and clean and in good order, at no additional expense to the Owner. The backfilling and removing of surplus materials shall follow closely upon the completion of the work.

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The Contractor shall exercise special care in keeping rights-of-way and private and public lands, upon which work is to be performed, clean and free of debris at all times and to remove tools and other property belonging to the Contractor when they are not being used.

**ARTICLE 16 CLEAN-UP AT CONTRACTOR'S EXPENSE:**

In case the Contractor shall fail or neglect, after backfilling, to promptly remove all surplus materials, tools and other incidentals when ordered, the Owner may, after 24 (twenty-four) hours' notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

**ARTICLE 17 RIGHTS OF ACCESS:**

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work areas involved. The Owner or any other Contractor employed by him, the various utility companies, Contractors or subcontractors employed or involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted.

**ARTICLE 18 LOADING:**

No part of the structures or equipment involved in this contract shall be loaded during construction with a load greater than is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under his contract and bond(s).

**ARTICLE 19 EXISTING UTILITIES OR CONNECTIONS:**

- a) The location of existing underground tanks, pipes, conduits and structures as shown has been collected from the best available sources and the Owner together with its agents does not imply nor guarantee the data and information in connection with underground tanks, pipes, conduits, structures and such other parts as to their completeness nor their locations as indicated. The Contractor shall assume that there are existing water, gas and other utility connections to each and every building enrooted, whether they appear on the drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner. The contractor shall have no claims to the Owner or Engineer for utility location accuracy presented.
- b) Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the drawings. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

**ARTICLE 20 COMPLETENESS OF WORK:**

In addition to the specified or described portions, all other work and all other materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Owner, such work, labor, materials and equipment shall be provided by the Contractor, and payment therefor shall be considered as having been included in the price listed in the bid.

**ARTICLE 21 DUST CONTROL:**

The Contractor shall exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to the Owner and abutting property owners or surrounding neighborhoods. Pavements adjoining the trenches or structural excavations/installations shall be kept boomed off and washed clean of excess trench material wherever and whenever directed. Earth piles along trenches, earth stockpiles and surfaces of refilled trenches shall be kept moist at all times, as directed. No extra payment will be made for providing the dust control measures and conforming to the requirements specified above, but compensation therefor shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid.

**ARTICLE 22 CARE OF THE WORK:**

The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all material delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Owner.

**ARTICLE 23 INDEMNITY OF OWNER BY CONTRACTOR:**

The Contractor shall indemnify and save harmless the Owner and the Engineers and their officers, agents, and employees, against any and all damages to property or injuries to or death of any person or persons including property or injuries to or agents of the Owner, and the Engineers, and shall defend, indemnify and save harmless the Owner and the Engineers and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including worker's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of Subcontractor and acts or omissions of employees or agents of the Contractor or his Subcontractor.

Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his/her own cost and expense, any additional kinds and amounts of insurance which, may be necessary for his/her proper protection of other utilities in the prosecution of the work.

The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner, the

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Engineers, their agents and employees against all liability, judgments, costs and expenses which may in anyway result from carelessness, omission or neglect of the Contractor or his/her agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect and maintain sufficient railing or fence as required by Section 13a-149, Connecticut General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of this Contract.

**ARTICLE 24 MATERIAL & WORKMANSHIP:**

All workmanship, equipment, material and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Owner for his/her approval the name of the manufacturer of said products. When required by the specifications, or when called for by the Owner, the Contractor shall furnish the required information for approval of all the material or articles which he contemplates incorporating in the work. Samples of material shall be submitted for approval when and as directed. Said material and articles installed or used without such approval shall be at the risk of subsequent rejection.

**ARTICLE 25 EROSION & SEDIMENTATION CONTROLS:**

- a) In order to reduce the effect of surface runoff associated with the construction activity, whether across natural or manmade surfaces, the Contractor shall adhere to the following:
1. The Contractor shall be completely responsible for undertaking all the measures necessary to prevent erosion and siltation and the restoration of the construction area to its natural condition.
  2. As soon as backfilling and settlement have taken place when trenching or excavating, the area will be restored as appropriate thereby limiting possible erosion or siltation from leaving the work site.
- b) Wherever feasible, and if required, dewatering will be kept to a minimum. Where dewatering is necessary, the pumps will not be allowed to discharge directly to the Brook or waterbody. A nearby vegetated swale will be selected and diked by silt fences as required to provide a natural sedimentation basin. In lieu of this and as a last resort, temporary sedimentation basins will be constructed to receive the sediment laden pumped water. Regardless of the method used, wetland and water course elevations shall be restored and channels cleaned and cleared of construction debris and excess excavated sediment. All affected areas shall be restored to their original condition.