PROJECT MANUAL

FOR

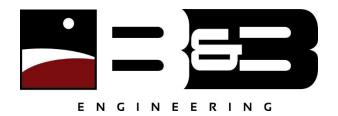
IMPROVEMENTS TO THE STORAGE AND CONCESSION BUILDING AT WOLVERINE FIELD

#12-10-21

Prepared for: Town of Oxford Board of Education

462 Oxford Road
Oxford, Connecticut
(203) 888-7754

Prepared by:



15 Research Drive, Suite 3 Woodbridge, Connecticut 064525 Phone: (203) 881-8145 www.bbengrs.com Job No. 1085

TOWN OF OXFORD

BOARD OF EDUCATION

486 Oxford Road

Oxford, Connecticut, 06478

INVITATION TO BID (ITB) #12-10-21

IMPROVEMENTS TO THE

STORAGE AND CONCESSION BUILDING AT WOLVERINE FIELD

Bids Due: February 16, 2022

The Town of Oxford Board of Education (Town) is seeking bids from Underground Utility Contractor or General Contractor, licensed in the State of Connecticut, to:

Provide water and sewer services to the existing Storage and Concession Building located at Oxford High School's Wolverine Field. The work involves installing approximately 220 feet of water and sewer lateral in addition to a 2,500 gallon concrete sewage pump chamber.

A non-mandatory pre-bid meeting will be held on January 19, 2022 at 3:00pm at Oxford High School's Wolverine Field.

All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer no later than February 2, 2022. Requests or questions can be addressed to Bryan Nesteriak, B&B Engineering, 15 Research Drive, Suite 3, Woodbridge, CT 06525 or emailed to contact@bbengrs.com.

Bid may be submitted via email to bids@oxfordpublicschools.org and clearly identified with Bid Number #12-10-21.

Sealed bids for the project will be received by the Oxford Board of Education, Central Office, at its office, 462 Oxford Road, Oxford, Connecticut 06478 prior to, February 16, 2022 2:00 p.m. local time at which time they will be opened and recorded by the Oxford Public School District Central Office.

The Town of Oxford assumes no responsibility for any costs incurred by any respondent to this ITB. All costs are entirely the responsibility of the respondent. Your good faith response to the requested information is solicited without the creation of any obligation between parties, explicit or implied. The Town will make a thorough investigation and evaluation of all responses.

The Town of Oxford reserves the right to reject any and all responses to the ITB and/or to waive any informality in evaluating the ITB responses if it deems this to be in the public interest of the Town, and the general public. The Town of Oxford reserves the right to qualify contractors as it deems in its best interest.

TABLE OF CONTENTS

1		Instruction to Bidders	. 4
	1.1	Introduction	. 4
	1.2	On-Site Pre-Bid Meeting	. 4
	1.3	Addenda and Interpretations	. 4
	1.4	Submission of Bids	. 5
	1.5	Bidder Qualifications	. 5
	1.6	Basis of Award	. 5
	1.7	Prevailing Wage and Retainage	. 5
	1.8	Performance and Payment Bonds	. 6
2		Scope of Work	. 7
	2.1	Hours of Operation and Estimated Completion Date	. 7
	2.2	Description of Work	. 7
	2.3	Technical Specifications	. 7
	2.4	Plans	. 7
3		Terms & Conditions	. 8
	3.1	Basis of Payment	. 8
	3.2	Sales Tax	. 8
	3.3	Insurance Requirements	. 8
	3.4	Hold Harmless & Subcontractors' Requirements	. 9
	3.5	Permits	10
	3.6	Licenses	10
	3.7	Non Discrimination in Employment	10
		Safety & Environmental Compliance	
	3.9	Care and Protection of Property	11
	3.10	Compliance with Federal, State and Local Codes	11

Appendices

Appendix A – Bidder's Affidavit & Agreement to Participate

Appendix B – Bidder's Qualification Statement

Appendix C – Non-Collusive Bidding Certification

Appendix D - Non-Discrimination Laws/Orders

Appendix E – Performance Bond Form

Appendix F – Payment Bond

Appendix G – Technical Specifications

Appendix H – Construction Drawings

Appendix I – Bid Form

1 Instruction to Bidders

1.1 Introduction

The Town of Oxford Board of Education (Town) is soliciting bids from vendors in connection with a project to provide water and sewer services to the existing Storage and Concession Building located at Oxford High School's Wolverine Field. The work involves installing approximately 220 feet of water and sewer lateral in addition to a 2,500 gallon concrete sewage pump chamber.

Sealed bids for the project will be received by the Town of Oxford Board of Education, Central Office, at its offices, 462 Oxford Road, Oxford, Connecticut 06478 prior, February 16, 2022 2:00 p.m. local time at which time they will be publicly opened and read.

Bidding and Contract Documents may be inspected and purchased for bidding at the office of B&B Engineering, LLC located at 15 Research Drive, Suite 3 Woodbridge, CT 06525. A copy of the documents will also be posted on the Town's website.

Partial sets of Bidding and Contract Documents will not be available. The Town of Oxford will not be responsible for full or partial sets of Contract Documents, including any addenda, obtained from other sources.

The Town of Oxford reserves the right to reject any and all responses which they deem not to be in the best interest of the Town and if necessary, request new bids or negotiate with anyone making a bid for terms and conditions deemed to be in the best interest of the Town.

All bids must be sealed in envelopes and clearly indicate the name and address of the bidder in the left can corner of the envelope. Bids shall be typewritten, or handwritten in ink, bids submitted in pencil will be rejected. Telephone, facsimile, or email transmitted bids shall not be accepted. Bids received after the specified time and date of the bid opening shall not be considered.

1.2 On-Site Pre-Bid Meeting

A non-mandatory pre-bid meeting will be held on January 19, 2022 at 3:00 PM Oxford High School's Wolverine Field.

1.3 Addenda and Interpretations

All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer no later than February 2, 2022. Requests or questions can be addressed to Bryan Nesteriak, B&B Engineering, 15 Research Drive, Woodbridge, CT 06525 or emailed to contact@bbengrs.com.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, either in person or via phone.

Interpretations or clarifications considered necessary by Engineer in response to such

questions will be issued by Addenda and posted to the Town's website.

1.4 Submission of Bids

Bid may be submitted via email to bids@oxfordpublicschools.org and clearly identified with Bid Number #12-10-21.

Sealed bids for the project will be received by the Oxford Board of Education, Central Office, at its office, 462 Oxford Road, Oxford, Connecticut 06478 prior to, February 16, 2022 2:00 p.m. local time at which time they will be opened and recorded by the Oxford Public School District Central Office.

The Town reserves its right to consider informal any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered or accepted. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Town may accept or reject any or all bids or any portions therefore and take any action deemed to be in the best interest of the Town.

1.5 Bidder Qualifications

In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

1.6 Basis of Award

The following factors will be considered in selecting a contractor:

- 1. Lowest cost responsible bidder
- 2. The ability, capacity and skill of the bidder to supply the services required
- 3. Whether the Bidder can provide the service within the specified time, without delay or interference
- 4. Previous performance, and quality of service

1.7 Prevailing Wage and Retainage

It is anticipated that this project will not meet the monetary threshold to apply the Connecticut Prevailing Wage Law. The Town shall withhold a 5% retainage up to one year.

1.8 Performance and Payment Bonds

Bidders shall furnish performance and payment bonds in an amount of the final Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. This bond will remain in effect until one year after the date of final project acceptance. These bonds must be secured prior to contract signing.

All bonds and insurance required by this Contract shall be purchased and maintained by the successful Proposer and shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

Bonds shall meet the requirements of applicable Connecticut General Statutes (CGS), including but not limited to Sections 49-41, 49-41a, 49-42 with regard to the Payment Bond and Section 38a-290 with regard to the Performance and Payment Bonds. Performance Bonds shall meet the three (3) year minimum requirement set forth in Section 38a-290 of the CGS. Each Bidder shall familiarize himself with the requirements of Connecticut General Statutes Section 12-430(7), and shall be responsible for compliance with this Act.

2 Scope of Work

2.1 Hours of Operation and Estimated Completion Date

The hours of operation are typically Monday through Friday 7:30 am to 3:30 pm. Depending upon the project, work hours may extend beyond 3:30 pm and/or weekends as approved by the Town and Engineer.

Scheduling must be coordinated with the Oxford Board of Education in advance, to avoid conflict with school events.

The Town requires that all work is to be completed no later than May 1, 2022.

2.2 Description of Work

The Contractor shall provide all labor, equipment, materials and supervision to install approximately 220 feet of water and sewer lateral in addition to a 2,500 gallon concrete sewage pump chamber in accordance with the plans and specifications, and as ordered by the Engineer.

2.3 Technical Specifications

Technical specifications for this project can be found in Appendix G.

2.4 Construction Drawings

Construction drawings for this project can be found in Appendix H.

3 Terms & Conditions

3.1 Basis of Payment

Bidders shall submit one invoice for the lump sum payment minus retainage. The bid prices shall be deemed all inclusive (i.e. fuel costs, labor, insurances, equipment, services, etc.) necessary to complete the project assigned.

At a minimum the following paperwork shall be provided with the invoice:

- 1. Location of the work
- 2. Type of work and description of work performed
- 3. Sketch of all underground infrastructure installed
- 4. Invoices shall include Purchase Number Order

The Town shall withhold a 5% retainage up to one year.

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice.

3.2 Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

3.3 Insurance Requirements

The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder's obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Oxford.

The insurer shall provide the Town of Oxford with Certificates of Insurance signed by an authorized representative of the insurance company(is) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Oxford written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage. Such insurance or renewals or replacements thereof shall remain in force during the Bidder's responsibility under this agreement. The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Oxford as an additional insured on all contracts except Worker's Compensation and Professional Errors & Omissions coverage.

Please provide proof of insurance with your submittal. A Certificate of Insurance naming the Town as additional insured will be required from the successful bidder within ten (10) calendar days.

Contractors shall carry the following minimum coverage's and the provisions specified below must be met.

I. WORKERS' COMPENSATION

a) Connecticut	Statutory Limits
b) Applicable Federal	Statutory Limits
c) Employer's Liability	\$100,000 per Accident
	\$500,000 Disease
	\$100,000 Disease, Per Employee

II. COMMERCIAL GENERAL LIABILITY

Bodily Injury and Property Damage	\$1,000,000 each occurrence
General Aggregate	\$1,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal Injury/Advertising	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Contractual Liability, & Broad Form Property Damage.

III. BUSINESS AUTOMOBILE LIABILITY (Including owned, hired & non-owned vehicles)

s).			

\$1,000,000

IV. UMBRELLA/EXCESS LIABILITY

Liability Limit - each occurrence over primary	\$2,	000,000
Self-insured retention.	\$	10,000

Liability (Combined Single Limit)

ITEMS ABOVE MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATIONS".

3.4 **Hold Harmless & Subcontractors' Requirements**

The Bidder shall require the same insurance that it is required to carry by the Town of Oxford to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work. The Bidder shall require that the Town of Oxford be named as Additional Insured on all subcontractor's and independent contractor's policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Oxford, and its officers, agents,

servants and employees for losses arising from the work performed by each on this contract. The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Oxford against any and all liability for injuries and damages to Bidder and to Bidder's employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

3.5 Permits

When required, all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The successful contractor will be responsible for payment for any pertinent permit fees.

3.6 Licenses

Connecticut General Statutes Title 20 Chs 391 and 393 and the Regulations of Connecticut State Agencies, Title 20: Professional Licenses, Department of Consumer Protection (4) Occupational Licenses, Sec. 20-332 require certain tradesmen to be licensed to perform their work. One or more of those trades may be needed to perform this project. Prior to performing work requiring a license, the Contractor shall provide the Town a list of the names, addresses, Effective and Expiration dates and license number and a copy of the license for each tradesman holding a contractors or journeyman's license as may be required. Trades requiring licenses include, but may not be limited to: Plumbing, Electrical and Land Surveyors. Contractors are urged to consult with the Department of Consumer Protection to resolve any license questions prior to starting work.

3.7 Non Discrimination in Employment

All contractors are required to adhere to the Civil Rights Laws and the Executive Order listed below.

Title VI of the Civil Rights Act of 1964, 42 USC 2000D and Section 109 of the Title I of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101

No persons shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Executive Order 11246

The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

3.8 Safety & Environmental Compliance

The successful Bidder must follow all applicable OSHA standards for performing the work at all times. Failure to follow applicable OSHA standards is grounds for immediate cancelation of the contract at no cost to the Town of Oxford. The successful bidder shall provide any applicable training documentation demonstrating compliance with applicable safety regulations upon receipt of the initial purchase order and updates at each subsequent order.

3.9 Care and Protection of Property

Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. The Contractor shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

3.10 Compliance with Federal, State and Local Codes

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

3.11 Contract Documents & Agreement

The Contract Documents which are outlined in the Table of Contents comprise the entire Agreement between Owner and Vendor concerning Work. In addition, any addenda issued during the bid period, as well as the contractor's bid will be made part of the contract documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpoint each has been delivered to Owner, and Vendor. All portions of the Contract Documents have been signed or identified by Owner and Vendor.

OWNER	VENDOR			
By Date	By Date			
[CORPORATE SEAL]	[CORPORATE SEAL]			
Address for giving notices	Address for giving notices			
(If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.)	License NoAgent for service of process:			
execution of Agreement,	(If CONTRACTOR is a corporation, attach evidence of authority to sign)			
WITNESS				
By				
Date				

Appendix A

Bidder's Affidavit & Agreement to Participate

Bidder's Affidavit

State of)	
) ss:	
County of)	
being duly sworn, deposes and says tha	t he/she is the
(Title)	
of the	who signed
(Name of Bide	der)
	orized to sign and that the bid is the true
offer of the Bidder, that the seal attache declarations and statements contained in	d is the seal of the Bidder and that all the
knowledge and belief.	The bid are tide to the best of his/her
Subscribed and Sworn to before me this	day of
	20
	(SEAL)
	_
Notary Public	
My Commission expires	
, 1	

BIDDER'S AGREEMENT TO PARTICIPATE

I/We, the undersigned, certify and declare that I/We have read and understand the Invitation to Bid. The information provided, including documentation, is complete, current, and accurate and I/We agree to be bound by the statements and representations contained herein. I/We understand and acknowledge that any false, misleading, or fraudulent statements on the application will result in immediate disqualification. I/We authorize the Town of Oxford to contact any entity named herein for the purpose of verifying information provided, or to develop other information deemed relevant by the Town of Oxford . I/We understand and acknowledge that the Town reserves the sole right to determine qualifications based on its evaluation criteria pursuant to the best interests of the company, its customers, and the general public.

Name of Firm:	
Preparer's Name:	
Title or Position:	
Signature:	
Date:	

REJECTION OF PROPOSALS

It is the purpose of the Town of Oxford to award this contract to a vendor who does not furnish evidence satisfactory to the Town of Oxford that it has the ability, equipment, and experience in furnishing the kind and quality of materials and services required, that it has furnished materials and services of similar character, magnitude and importance and that it has sufficient capital and plant to enable it to prosecute the same successfully within the time limit given for this contract. Intending vendors who cannot fully satisfy these requirements are requested not to submit a proposal. Failure to qualify in this respect may be considered sufficient cause to reject any proposal whatsoever.

Appendix B

Bidder's Qualification Statement

BIDDER'S QUALIFICATION STATEMENT

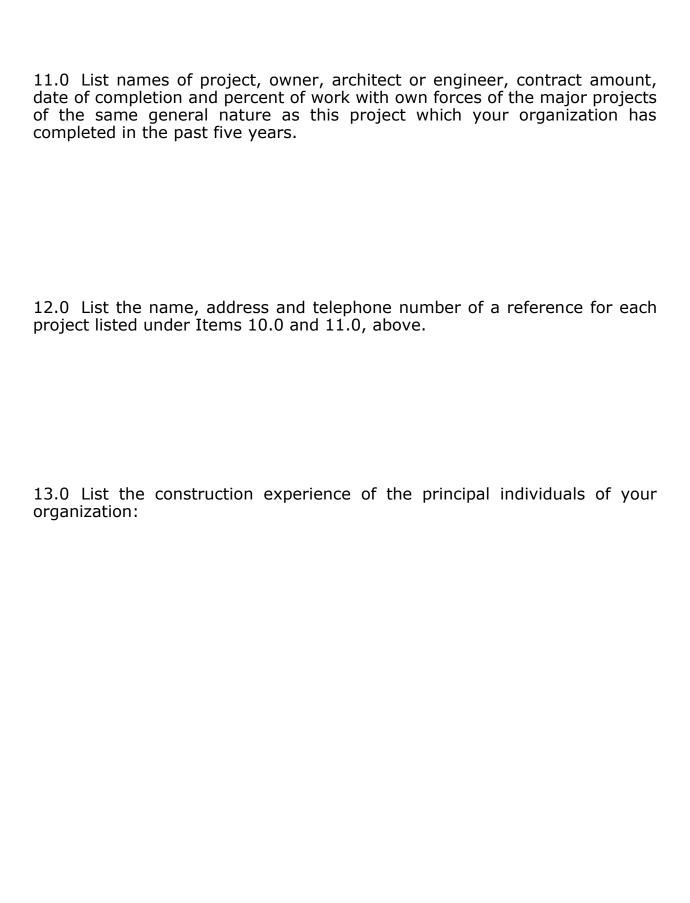
SUBMITTED TO:
Town of Oxford Board of Education
462 Oxford Road
Oxford, Connecticut 06478
SUBMITTED FOR:
IMPROVEMENTS TO THE STORAGE AND CONCESSION BUILDING AT WOLVERINE FIELD
SUBMITTED BY:
Name:
(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual/ A Joint Venture/
[Bidder to strike out inapplicable terms.])
Address:
Gentlemen:
The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.
(Note: Attach Separate Sheets as Required)
1.0 How many years has your organization been in business as a general contractor?
2.0 How many years has your organization been in business under its present name?

3.0	As Con	defined by Public Act 0 stractor'?	3-147, is	your organ	ization a `N	lon Re	sident
4.0	If a	corporation, answer the fo	llowing:				
	3.1	Date of incorporation:					
	3.2	State of incorporation:				 	
	3.3	President's name:				·	
	3.4	Vice-president's name(s):	:				
	3.5	Secretary's	or	Cler	·k's	ı	name:
	3.6	Treasurer's name:					
5.0	If in	ndividual or partnership, an	swer the foll	lowing:			
	5.1	Date of organization:					
	5.2	Name and address of a partnership.):	ll partners.	(State wh	ether gener	al or l	imited
6.0		other than corporation or ocipals:	partnershi	p, describe	organization	n and	name
7.0	We owr	normally perform forces. List work normally	y subcontrac	perc	ent of the w	ork wit	th our

8.0 Has any construction contract to which you have been a party been terminated
by the owner; have you ever terminated work on a project prior to its completion for
any reason; has any surety which issued a performance bond on your behalf ever
completed the work in its own name or financed such completion on your behalf; has
any surety expended any monies in connection with a contract for which they furnished
a bond on your behalf; has your bid surety ever been forfeited? If the answer to any
portion of this question is "yes", please furnish the details of all such occurrences.

9.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond?: If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.

10.0 List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date:



14.0 List the states and categories of construction in which your organization is legally qualified to do business:
15.0 List the name, address and telephone number of an individual who represents the following and whom the Owner may contact for a financial reference:
15.1 A surety:
15.2 A bank:
15.3 A major material supplier:
16.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates Bidder's assets, liabilities and net worth.
16.1 Date of financial statement:
16.2 Name of firm preparing statement:
17.0 Has any officer or partner in your organization, or your organization as a whole, or any of your proposed subcontractor's organization, received a citation and/or been fined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) during the past ten years? If so,

provide pertinent details on a separate sheet regarding the date of the citation or fine, the type of citation, amount of fine assessed, amount of fine actually paid, and the extent of personal injuries, if any, received by organization

personnel.

18.0	Dated at		, this	
	Dated at da	ay of _	· 	, 20
			(Print or Type Name	of Bidder)
	Ву			
	(Title)			
(Seal,	if corporation)			
		(Affid	avit for Individual)	
		_ being d	uly sworn, deposes a	nd says that:
of his	e financial statement, taken from s/her financial condition as of ication information is true, comp	the date	thereof; and b) all	ccurate statement of the foregoing
		(Affidav	vit for Partnership)	
		_ being d	uly sworn, deposes a	nd says that:
he/sh the fir stater	/she is a member of the partne is familiar with the books of sanancial statement, taken from the ment of the financial condition of foregoing qualification informati	id partne books of the partn	rship showing its fina said partnership, is a ership as of the date	true and accurate thereof; and d) all

			(Affidavit for Co	rporation)	
that:			being duly s	worn, deposes a	nd says
a)	he/she	is	 ;		of
			(Full Name	of Corporation)	
c) the fi accurate	e is familiar with the nancial statement, to statement of the fina nat all of the foregoing	aken from ancial condi	he books of said ion of said corpor	d corporation, is a ration as of the dat	true and e thereof;
			(Acknowle	edgment)	
			being duly sworn	, deposes and says	s that:
he/she is	S		of		_;
(1)	Name of Bidder)				
	she is duly authorized If of () himself/h				
Sworn to 20, i	o before me this n the		day	of	/
county o	f		, State of		

	(Notary Public)
My commission expires	
(Seal)	

Appendix C Non Collusive Bidding Certification

NON COLLUSIVE BIDDING CERTIFICATION

State of	
County of	
I,of	of the City
(Name of Individual Signing Bid	d Form)
, in the Col	unty of
the State of	_, of full age, being duly sworn according
to the law on my oath depose and say that:	
I am	a,
(Name) etc.)	(Title, Position,
of the firm of	,

the Bidder making the Bid for Improvements to the Storage and Concession Building at Wolverine Field, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Oxford relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

agencies mainta	ained by:
	(Signature of Bidder)
	(Printed or Typed Name of Bidder)
	(Title)
Subscribed and Siday	worn to before me this
•	, 20
	(SEAL)
	Notary Public
	My Commission expires
	END OF SECTION

I further warrant that no person or selling agency has been employed

understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling

or retained to solicit or secure such Contract upon an agreement or

Appendix D Equal Employment Opportunity

EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246, as amended)

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to" the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers representative of the Contractors' commitments under Section 202 of Executive Order No.11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No.11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order No.11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts (or federally assisted construction contracts) in accordance with procedures authorized in Executive order No.11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order No.11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in., or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

U.S. Department of Housing	and Urban	Develo	pment
----------------------------	-----------	--------	-------

1. **CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

1.1. INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as in initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

1.2. CERTIFICATION BY BIDDER				
Name and Address of Bidder (include zip code):				
Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause				
☐ YES ☐ NO				

2.	Compliance Reports were required to be filed in connection with such contract or subcontract.						
			YES		NO		
3.			as filed all SF-100.	compli	ance report	s due	e under applicable instructions,
			YES		NO		NOT REQUIRED
4.					e you being , as amende		sidered for sanction due to violation
			YES		NO		
Name and Title of Signer (please type)							
Sig	gnatur	-e				Date	te

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- a. A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- a. A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. Contractors receiving federally assisted construction contract awards exceeding

\$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- a. Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Contractor:	
Signature:	
orginatal er	
Title:	
Date:	

NOTE-The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

Appendix E

Performance Bond

		NAME OF CONTRACTOR			
BOND NO.	PERFORMANCE CONTRACT BOND				
		PROJECT OR CONTRACT			
KNOW ALL MEN BY TE	JECE DDECENTO:				

THAT
, of
State of
(hereinafter called the Principal) as Principal,
and, a corporation duly established under the laws of the
State of and duly authorized to transact a surety business in the State of Connecticut, (hereinafter called the Surety) as Surety, are firmly bound and held unto the Town of Oxford as Obligee, in the
sum of

authorized agent for the constr	ruction of
in the town of	, State of Connecticut, which contract,
together with all provisions,	plans and specifications now made or which may nodification or alteration of said contract, is hereby
incorporated into and made a	part of this bond, along with all applicable portions of
the Connecticut General Statut	es.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS said Principal has entered or intends to enter into a written contract with the Town of Oxford or its

NOW, THEREFORE, if said Principal shall perform and comply with all the terms and conditions of said contract, and shall indemnify the Obligee for all losses that the Obligee may sustain by reason of the Principal's failure to comply with said terms and conditions, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, however, that any alterations which may be made in the terms of said contract or in the work done or to be done under it, which may increase or decrease said contract sum, or the giving by the Obligee of any extension of time for the performance of said contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder and any requirement of notice to the Surety or Sureties of any such alteration, extension or forbearance is hereby specifically and absolutely waived.

Signed, sealed and executed at day of	·
Signed, sealed and delivered in the presence of:	
	Principal
Signed, sealed and executed at day of	•

Signed, sealed and delivered in the presence of:	
	(L.S.)
	(L.S.) Surety
	(L.S.)
	(L.J.)
	(L.S.) Surety

If this bond has been executed by more than one surety, said sureties are cosureties on this bond, and are jointly and severally liable for the full amount of this bond.

(Signatures must be witnessed)

Appendix F

Payment Bond

Payment Bond

Please	include	the	Payment	Bond	hereto	and	is l	hereby	incorp	orated	into	this	Project
Manual	l .												

Appendix G

Technical Specifications

TOWN OF OXFORD -BOARD OF EDUCATION

IMPROVEMENTS TO THE

STORAGE AND CONCESSION BUILDING AT WOLVERINE FIELD

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

1.	•	General Provisions	3
	i.	Safety	3
	ii.	Care and Protection of Property	3
	iii.	Utility Coordination	4
	iv.	Maintenance & Protection of Traffic	4
	٧.	As-Builts	4
2.	9	Site Preparation	5
	i.	Products	5
	ii.	Clearing and Grubbing	5
	iii.	Excavation	5
	iv.	Rock Excavation	5
	٧.	General Trench Excavation	6
	vi.	Backfill and Compaction	7
3.	I	Pavement Restoration	7
	i.	Products	7
	ii.	Permanent Repairs	7
4.	9	Site Restoration	8
	i.	Topsoil	8
	ii	Turf Establishment	8

1. General Provisions

i. Safety

The Contractor is required by the Occupational Safety and Health Act of 1970 and updates to provide safe and healthy employment to their employees. Contractors are required to provide safe workplaces and implement their own safety programs.

Contractors are required to comply with all applicable Federal, State, and Local laws and also follow safe work practices for construction trades. Some of these regulations and safe work practices are outlined in this program.

Contractor management and supervisors must thoroughly review their own work practices and workplace hazards and provide their employees all the necessary training, certifications, and equipment for their safety.

The Contractor shall adequately safeguard all open excavations by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of the open trench or prohibiting stacking excavated material in the street. No trench shall remain open during non-working hours.

The Contractor shall take precautions to prevent injury to the public due to open trenches. Provide barricades, railings, fencing, signs, and any other necessary items to restrict the public from any open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles, which could be dangerous to the public at night.

ii. Care and Protection of Property

A. The Contractor shall be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before the damage was done, or make good the damage in other manner acceptable to the Engineer.

In addition to any conditions contained in the agreement between the Contractor and the property owner, the Contractor must replace all damaged sidewalks, aprons, fencing, or other infrastructure to prior existing conditions when leaving the site. In addition the Contractor must maintain the publicly pathways to the site in a safe, clean condition throughout construction,

including replacing sidewalk panels or driveway aprons during construction as directed by Owner

iii. Utility Coordination

The Contractor is responsible to coordinate with the proper utilities and install to their respective requirements.

For the water line installation, the Contractor shall utilize the 2016 edition of Aquarion Water Company Technical Specifications and Standard Details, the most restrictive requirement shall apply unless otherwise noted. All products must meet the utility requirements.

iv. Maintenance & Protection of Traffic

The Contractor shall provide, install, maintain, adjust, remove, store and transport all necessary or required for the maintenance and protection of vehicular and pedestrian traffic. The Contractor shall take all the necessary measures and precautions for the maintenance and protection of vehicular and pedestrian traffic, both in the immediate work zones, and throughout the overall project area as deemed necessary by the Town (with which the Work is located in), CT DOT (if work is occurring on a state road) and/or the Owner. The Contractor shall furnish all the labor, equipment, tools, materials and services required to perform all the Work. The duration of this Work shall be from the date any work is started on the Contract site, including mobilization and until the date of final Contract acceptance. Temporary material and components that are furnished by the Contractor shall remain the property of the Contractor.

Unless other provisions are made on the Contract Drawings or in these Contract Documents, the Contractor shall keep the roadway under construction open to traffic for the full length of the project and shall provide a sufficient number of travel lanes and pedestrian pass ways to move traffic and pedestrians. The travel lanes and pedestrian pass ways shall be kept reasonably smooth and in suitable condition at all times. The Contractor shall conduct its operation to ensure the safety and convenience of travelers and abutting property owners

v. As-Builts

The Contractor shall maintain current As-Built Documents at the Site. All field changes shall be recorded on the As-Built Documents within 24 hours of completion. The As-Built Documents may contain handwritten notes and sketches; however all modifications to printed documents shall be neat, clear, and legibly marked. Color markings may be used to record all variations made during construction of the Work.

2. Site Preparation

The Work includes furnishing all labor, materials and equipment required and performing all site preparation, complete as shown on the Contract Drawings and as specified herein.

i. Products

All products used should meet CT DOT standards per Form 818.

ii. Clearing and Grubbing

The areas to be cleared, grubbed and stripped shall be minimized to the extent possible for the scope of work and in consideration of the actual means and methods of construction used. No unnecessary site preparation within these areas shall be performed. No tree shall be removed unless specified, shown on the Contract Drawings or with prior permission of the Owner.

Contractor shall contact the appropriate regulatory authority and the Owner to review and approve any trees to be cut prior to starting any cutting.

iii. Excavation

Perform exploratory excavation work (test pits) as necessary or employ soft dig techniques for the purpose of verifying the location and size of underground utilities and structures and to check for unknown utilities and structures, prior to commencing excavation Work. Test pits shall be backfilled as soon as the desired information has been obtained. Backfilled surfaces shall be stabilized in accordance with approved erosion and sedimentation control plans.

All property disturbed or damaged by the operations shall be restored to a condition at least equal to that in which it was found immediately before work was begun. Suitable materials and methods shall be used for such restoration.

Restoration of existing property and structures shall be done as promptly as practicable and shall not be left until the end of the construction period.

The proposed site for the material and debris from the site preparation shall be submitted for approval to the Engineer.

iv. Rock Excavation

The Work specified in this Section includes furnishing all labor, materials, equipment and incidentals required to excavate and dispose of rock and boulders as shown on the Contract Drawings and as specified herein. The Contractor shall furnish acceptable material for backfill in place of the excavated rock to bring the limits of the trench and/or excavation to those required on this project.

Blasting will not be permitted on this project.

Definition of Rock:

- A. Rock shall be defined as solid mineral material that requires pneumatic hammer, hydraulic breaker, and/or drilling, boring, wedging, barring, chemical splitting or other specialized methods for removal and which cannot be removed by a tracked excavator with a bucket curling force of at least 18,300 pounds.
- B. Boulders, thrust blocks, anchors, buried masonry structures, (including reinforcement), etc consisting of solid mineral material which individually contain a volume of one (1) cubic yard or more shall be classified as rock and shall be paid for as stated elsewhere herein.
- C. Loose or disintegrated rock, loose or rotted shale, nested stones, hardpan and the like will not be paid for as rock and will be considered as excavation under the respected Bid Items.
- D. Rock fragments less than 1 cubic yard which can be removed without resorting to rock excavation shall be considered as excavation.

Rock in pipe trenches shall be excavated below the pipe after it has been laid as shown on the Contract Drawings. The width shall be as shown on the Contract Drawings. Before the pipe is laid, the pipe bedding shall be installed to the correct subgrade with thoroughly compacted suitable material that is the same material as that required for bedding the pipe, furnished and placed at the expense of the Contractor.

Rock at structures shall be excavated below the bottom of the structure slab as shown on the Contract Drawings. The width shall be 2 feet beyond the outside wall of the structure. Before the structure is laid, the structure bedding shall be installed to the correct subgrade with thoroughly compacted suitable material that is the same material that is required for bedding the structure, furnished and placed a the expense of the Contractor.

When rock is encountered, it shall be uncovered, but not excavated, until measurements are made by the Engineer. Rock removal which has not been measured by the Engineer will not be paid for.

All rock excavation operations shall comply with the project, state and local noise and dust regulations.

v. General Trench Excavation

Trenches in pavement shall have the traveled way surface cut in a straight line by a concrete saw to the full depth of pavement. Excavation shall only be between these lines. Cutting operations shall not be done by backhoe, or other ripping equipment.

If pipe is to be laid in embankments or other recently filled areas, the fill material shall first be placed to a height of at least one foot above the top of the pipe before excavation.

Where pipe or culvert is to be laid directly on the trench bottom, final excavation at the bottom of the trench shall be performed manually, providing a flat-bottom true to grade upon undisturbed material. Bell holes shall be made as required.

Pipe trenches shall be made as narrow as practicable and shall not be widened by scraping or loosening materials from the sides. Every effort shall be made to keep the sides of the trenches firm and undisturbed until backfilling has been completed and consolidated.

vi. Backfill and Compaction

Loam and topsoil, loose vegetative matter, stumps, large roots, etc., shall be removed from areas upon which embankments will be built or material will be placed for grading.

All backfill shall be compacted to at least the specified percent of maximum density as determined by ASTM D1557, Method C.

Refill material placed around pipes and structures shall be deposited on all sides to approximately the same elevation simultaneously.

To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until fill has been placed and compacted to a level 1 foot over the pipe.

3. Pavement Restoration

i. Products

All products used should meet CT DOT standards.

ii. Permanent Repairs

All permanent repairs to be completed under the Contract shall be done by a paving contractor (Individual, Partnership or Corporation) who has regularly engaged in the construction of curbs, walks and/or roadways for the last two (2) years and has filed a satisfactory Performance Bond and Insurance as may be required by the municipality or state authority having jurisdiction.

Permanent pavement repairs or trench restoration shall be completed by use of a mechanical paver unless specific exception is granted by the Engineer or the municipality and/or state authority. Hand paving shall be kept to an absolute minimum to avoid separation and will only be permitted in areas not accessible by mechanical paver. Mechanical method shall include all other paving operations not classified by hand method.

All pavement placed shall be maintained and warrantied by the Contractor for a period of 1 year or greater, as required by Municipality. During this period, all areas which have settled or are unsatisfactory for traffic shall be removed and replaced by the Contractor at his/her expense. During this period, all areas that have settled or are unsatisfactory for traffic shall be removed and

replaced within 10 days of notification by the Owner and at no additional cost to the Owner.

All paved surfaces, including roads, driveways and sidewalks, bituminous curbs, and similar structures which are in any way disturbed by the Work shall be replaced in as good a condition as existed or better than existed prior to the beginning of work. New material shall be supplied to replace that lost or damaged in these structures.

Notice of the date and location of all permanent paving repair and restoration Work shall be given to the municipality or state authorities at least twenty-four (24) hours before the Work is started.

4. Site Restoration

i. Topsoil

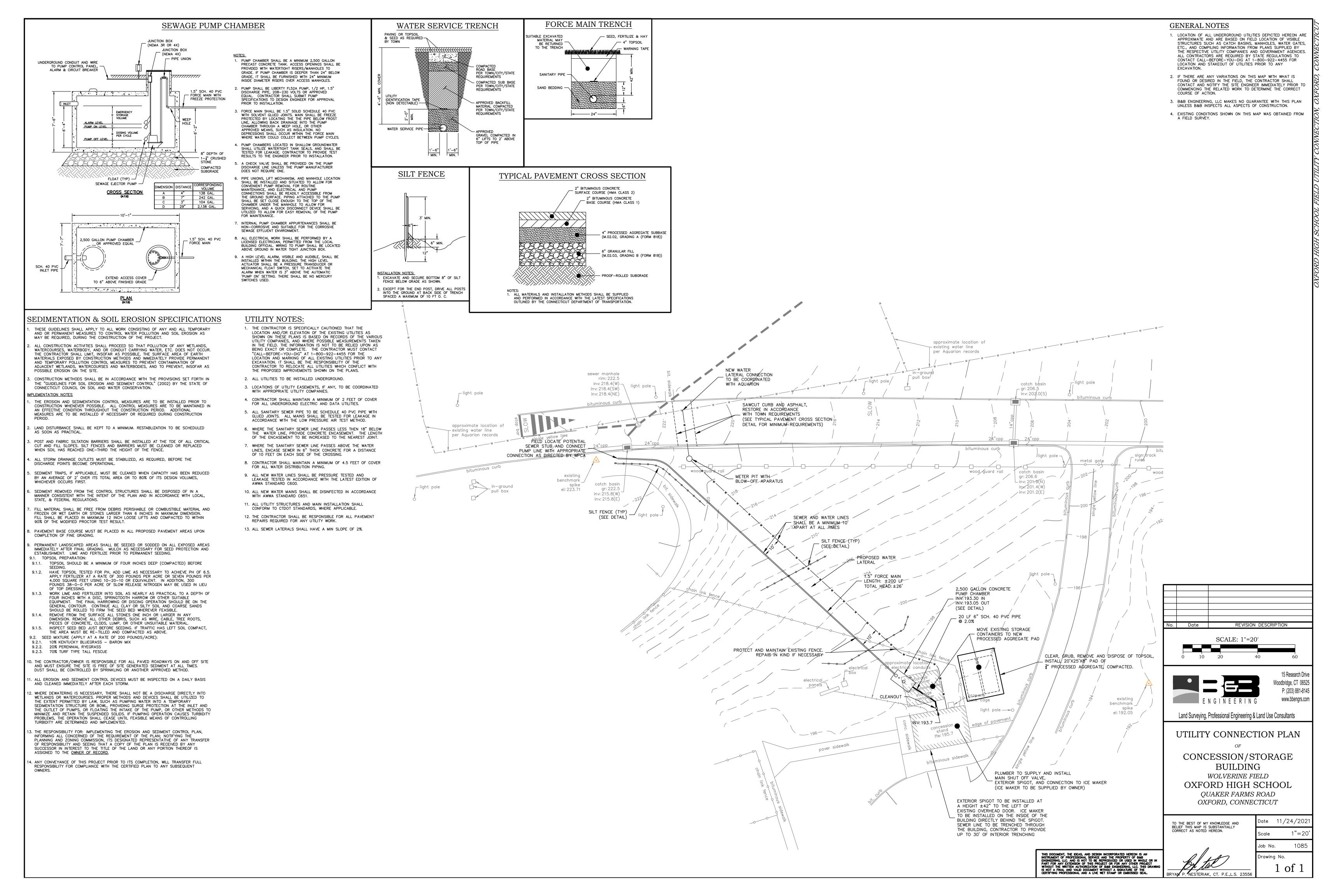
The contractor must furnishing, placing and shaping topsoil in conformance with CT DOT Form 818 Section 9.44. With the exception that the payment for this will be including in the Contractor lump sum bid.

ii. Turf Establishment

All turf establishment shall be in conformance with CT DOT Form 818 Section 9.50. With the exception that the payment for this will be including in the Contractor lump sum bid.

Appendix H

Construction Drawings



Appendix I

Bid Form

Bid Form

IMPROVEMENTS TO THE STORAGE AND CONCESSION BUILDING AT WOLVERINE FIELD

Oxford, Connecticut

(Note: All prices must be clearly written in ink or typed, in words as well as figures, for the entire bid.)

Description	Lump Sum (\$)	Total In Words
Provide water and sewer services to the existing Storage and Concession Building located at Oxford High School's Wolverine Field. The work involves installing approximately 220 feet of water and sewer lateral in addition to a 2,500 gallon concrete sewage pump chamber.		