

Post Tension Concrete Court Project **OF MONTVILLE, CONNECTICUT**
SPECIFICATIONS & BID FORM
FOR

POST TENSION CONCRETE COURT PROJECT
BID#2023-3

BID OPENING

DATE: August 30, 2022

TIME: 10:00 a.m.

PLACE: Town of Montville, Finance Department
310 Norwich New London Tpke.
Uncasville, CT 06382

Terry Hart, Finance Director
Town of Montville, Connecticut

INDEX

Invitation to Bid.....	3
Information for Bidders.....	5
Bid Proposal.....	16
Form of Contract.....	23
Payment Bond.....	24
Performance Bond.....	26
General Requirements.....	28
Supplementary.....	30
Specifications.....	39

TOWN OF MONTVILLE, CONNECTICUT
INVITATION FOR PROPOSALS
POST TENSION CONCRETE COURT PROJECT
BID#2023-3

The Town of Montville is interested in receiving proposals for the Post Tension Concrete Court Project. Contract documents, including plans and specifications, may be downloaded from <https://www.townofmontville.org/form-repository/bids-and-proposals/>

All proposals must be received at the Finance Department, Montville Town Hall, 310 Norwich New London Turnpike, Uncasville, CT 06382, no later than August 30, 2022 at 10:00 AM. Bids must be enclosed in a sealed envelope and marked "Post Tension Concrete Court Project."

Any bid may be withdrawn prior to the above scheduled time for opening of bids.

Any bid received after the time and date specified will be returned unopened.

Pre-bid conference will be held on August 23, 2022 at 11:00 AM at 21 Simpson Lane, Oakdale, CT 06370.

Questions can be emailed to the Park & Recreation Director Peter Bushway at pbushway@montville-ct.org or by calling 860-848-6780 or 860-625-2300. All questions must be submitted by August 25, 2022 at 4:00 PM.

Each bidder is responsible for checking the Town website to determine if any addenda have been issued to the Information for Bidders and/or Contract Documents, and if so, to complete its response in accordance with the Information for the Bidders and/or Contract Documents as may have been modified by any such addenda.

The contractor who is selected to perform this project must comply with CONN. GEN. STAT. §§ 4a60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

The full extent of CHRO compliance and other contract requirements are included in the Information for Bidders.

In addition to other reservations and conditions contained in the proposal documents, the

Town of Montville reserves the right to waive any technical defects in the proposals received; to waive any formalities or irregularities; to reject any and all proposals for any reason, including that it or they do not conform to the terms and conditions described herein, as determined by the Town in its sole discretion; to accept or reject any part of any proposal received; to present and negotiate terms of a contract together or separately with any party submitting a proposal; to determine qualifications exclusively and finally; to request additional qualifications; and to select any proposal or part thereof based on any combination of factors, including the amount proposal, the time of completion, and the Town's best interests. The Town further reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether or not that proposal is selected.

The Town may hold the bids for a period not to exceed sixty (60) days from the date of the bid opening to review the bids and investigate the bidders' qualifications prior to awarding the contract.

Terry Hart
Finance Director
Town of Montville, Connecticut

The Town of Montville is An Equal Opportunity/Affirmative Action Employer.

INFORMATION FOR BIDDERS

1. Sealed Bids
2. Method of Award
3. Arithmetic Discrepancies
4. Bid Security
5. Qualifications of BIDDER
6. Identity of SUB-CONTRACTORS
7. Bonds
8. Non-Resident Contractor Guarantee Bonds
9. Insurance
10. Receipt of Bonds & Insurance Certificates Prior to Signing Contract
11. Damages for Failure to Enter into Contract
12. Execution of Contract and Notice to Proceed
13. Time of Completion and Liquidated Damages
14. Retainage
15. Laws and Regulations
16. Sales Tax
17. Permits
18. Change Orders
19. Wages
20. Unbalanced Bids
21. OSHA Violations
22. Town of Montville Resolutions

INFORMATION FOR BIDDERS

1. Sealed Bids

Sealed bids for Post Tension Concrete Court Project will be received by the Finance Director of the Town of Montville at the Montville Town Hall, 310 Norwich New London Tpke, Uncasville, CT 06382 until **10:00 a.m. on August 30, 2022**, and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for “Post Tension Concrete Court Project.”

Any bid may be withdrawn prior to the above scheduled time for opening of bids. Any bid received after the time and date specified will be returned unopened.

2. Method of Award

The Town of Montville intends to award the contract to the lowest responsible bidder. The Town reserves the right to reject any and all bids and to award each contract to the bidder who is most responsive to the interests of the Town.

If the lowest bid submitted by a responsible bidder does not exceed the amount of funds made available by the State and Federal Agencies, the contract will be awarded on the basis of base bid. If such bid exceeds such amount, the Owner may reject all bids or award the contract on the basis of the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid that produces a net amount which is within the available funds. (Refer to Bid Forms for additional information.)

3. Arithmetic Discrepancies

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- Obviously misplaced decimal points will be corrected.
- In case of discrepancy between unit price and extended price, the unit price will govern.
- Apparent errors in extension of unit prices will be corrected.
- Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the Town will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

4. Bid Security

If the total amount of the bid submitted exceeds \$50,000, or if the bid contains any add alternates and the combination of the base bid plus all add alternates exceeds \$50,000, then the bid must be accompanied by a CERTIFIED CHECK or a BID BOND, signed by a responsible Surety, in the amount of 10% of the total amount of the tendered bid and made payable to the order of the Town of Montville. All bid checks or bonds, except those of the lower three bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the Town of Montville until one of the lower three (3) bidders signs the contract or until all bids are rejected; however, in no case will the bid check or bond be retained for more than 90 days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

If the total amount of the bid (or base bid plus alternates) submitted is \$50,000 or less, then no bid security is required.

The Bid Bond and Surety's Letter of Intent must be provided by a Surety Company that meets all of the following qualifications as of the date of bid.

- A. Licensed to do business in the State of Connecticut
- B. Listed on the current U. S. Treasury "T" List
- C. Rate A- or better by A. M. Best

5. Qualifications of BIDDER

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the CONTRACT and to complete the work contemplated therein. Conditional bids shall not be accepted. Any CONTRACTOR, who is in litigation or arbitration with the Town at the time of the bid opening, or prior to the execution of the CONTRACT, may be considered an unacceptable BIDDER and may be disqualified.

6. Identity of SUB-CONTRACTORS

If any portion of the work is to be performed by persons or entities not considered to be part of the bidder's own forces, the successful bidder shall, upon notification of the award of a contract, furnish a written list of such other persons or entities and a description of the work to be performed by them. If requested by the Owner, the successful bidder shall be required to establish, to the satisfaction of the Owner, the reliability and responsibility of such Sub-

Contractors.

7. Bonds

A. Performance Bond

If the total bid price for the project exceeds **\$50,000**, or if the bid contains any alternates and the combination of the base bid plus Town accepted alternates exceeds \$50,000, then either all of the following is required:

1. The Contractor shall furnish a bond covering faithful performance of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U. S. Treasury "T" list, and rated "A-" or better by A. M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Performance Bond, a security in a form acceptable to the Town (for example, letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified and current copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$50,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

B. Payment Bond

If the total bid price for the project exceeds **\$100,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$100,000, then either of the following is required:

1. The Contractor shall furnish a bond covering payment of obligations arising under the terms of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U.S. Treasury "T" list, and rated "A-" or better by A.M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Payment Bond, a security in a form acceptable to the Town (for example, a letter

of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted. The Contractor shall deliver the required security to the Owner on the date the Agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$100,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

If the total bid (or base bid plus alternates) for the project is \$100,000 or less, then in lieu of providing any security listed in Section 8.B, the Contractor can elect to substitute the following:

Provide certified lien waivers from each supplier and sub- contractor affirming that they have been paid for work and materials for which previous payment applications were issued by the Owner and payments received by the Contractor.

8. Non-Resident Contractor Guarantee Bonds

A Non-Resident Contractor is required to post a Guarantee Bond (for AU766) or Cash Bond (form AU-72) with the State of Connecticut Department of Revenue Services (DRS) in the amount of 5% of the total contract price. This Bond will secure payment for applicable taxes payable to the State related to this Project. The State will issue a Certificate of Compliance once an acceptable bond has been submitted by the Non-Resident Contractor. This Certificate of Compliance must be provided by the Contractor to the Town prior to the release of the first progress payment under the Contract, or the Town must remit 5% of the total contract value directly to the State. This 5% is in addition to the Project retainage.

Special Notice SN2012(2), published by the State of Connecticut Department of Revenue Services, details the procedures and requirements regarding the Guarantee Bond or Cash Bond. The Special Notice and bond forms can be obtained at the State of Connecticut Department of Revenue Services webpage, www.ct.gov/DRS.

9. Insurance

-

The Contractor must provide a CERTIFICATE OF INSURANCE as specified in the General, Supplementary Conditions and Special Provisions sections.

10. Receipt of Bonds & Insurance Certificates Prior to Signing Contract

The Contractor to whom the contract shall be awarded must file the requisite BONDS and CERTIFICATE OF INSURANCE as specified and any other forms and documents required by the specifications prior to signing of the contract, and within 7 days from the date of receipt of notification of said award.

11. Damages for Failure to Enter into Contract

The party to whom the CONTRACT is awarded will be required to execute the CONTRACT within thirty (30) calendar days from the date when Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT, the OWNER may at his option, consider the BIDDER in default, in which case the bid security accompanying the proposal shall become the property of the OWNER as liquidated damages and not as a penalty.

12. Execution of Contract and Notice to Proceed

The OWNER within 15 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT signed by the party to whom the CONTRACT was awarded shall sign the CONTRACT and return to such party an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the CONTRACT by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT, whereupon it shall become null and void and all rights and obligations created thereunder shall be extinguished.

13. Time of Completion and Liquidated Damages

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed from the OWNER and to fully complete the project within 150 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion during the working hours as specified in the General Conditions of the work to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the work embraced in this CONTRACT shall be commenced on a date to be specified in the "Notice to Proceed".

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this CONTRACT, to pay to the OWNER the amount specified in the Information for Bidders, not as a penalty but as liquidated damages for such breach of CONTRACT as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completion of the work.

The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this CONTRACT. The CONTRACTOR shall not be in default when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the State or Federal Government
- B. To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

The CONTRACTOR shall, within ten (10) days from the beginning of any such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the CONTRACT, notify the OWNER, in writing, of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

14. Retainage

The Town of Montville reserves the right to retain 5% in addition to the other retainages required, of the final contract price for a period not to exceed six (6) months from the date of final acceptance of the project.

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal and State law,

municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project 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.

16. Sales Tax

Under the terms of the regulations referring to CONTRACTORS and SUBCONTRACTORS, issued by the STATE TAX COMMISSION in administration of the STATE Sales and Use Tax, to which the BIDDER is referred, the CONTRACTOR may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

17. Permits

The Contractor must obtain all necessary construction and building permits.

18. Change Orders

Any deviations from, additions to, or deductions from either scope of work or contract price shall be submitted by the Contractor to the Town in the form of a contract change order. The Town must approve this contract change order before said deviations, additions, or deductions shall be enacted. The specific procedures applicable to change orders are set forth in the General Conditions of the Contract Documents.

Further, all changes in scope of work involving unit price items shall be governed by the unit price indicated by the Contractor on the Base Bid Form.

19. Wages

Bidder is directed to the Supplementary Conditions of the Contract Documents for wage rate scales and legislation applicable to this contract.

20. Unbalanced Bids

An unbalanced bid is one in which the contractor's unit prices are:

- Significantly higher or lower than the Engineer's estimate.
- "Front loaded" so contractor receives a disproportionate payment for work done during the early stages of a project.
- Token bid prices (i.e. penny unit bids).

While it is often impossible to designate precisely the dividing line between a balanced bid and an unbalanced bid, contractors should be aware that the Town may regard the unbalancing of a bid as so extreme, undeniable, or detrimental to the interests of the Town that it may question the

contractor about the apparent unbalancing of the bid proposal, and, if the contractor cannot provide a satisfactory explanation of the apparent unbalancing, and if the Town's assessment of the risk to itself is unacceptable, reject the bid as nonresponsive.

21. OSHA Violations

In accordance with Connecticut General Statute Section 31-57b, no contract shall be awarded to a bidder if it is determined that the bidder (person or firm) has been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) year period preceding the date of bid opening.

22. Town Resolutions

All bidders are advised the Town of Montville has enacted through resolutions the following special conditions concerning Town bids and purchases.

A. For all Town purchases of goods and services not utilizing State or Federal funds, any Town bidder that has submitted a bid not more than 15% (fifteen percent) higher than the low bid may be awarded the project provided such Town based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one Town based bidder has submitted bids not more than 15% (fifteen percent) higher than the low bid, and have agreed to accept the award of the low bid, the lowest responsible bidder shall be the one of such Town based bidders that submitted the lowest bid. That within the bidding process that all businesses claiming to be Montville businesses, provide the Finance Department (Assessor's Section) with sufficient documentation to prove that they are in compliance with property tax assessments, including motor vehicle tax assessments.

Seller agrees that as a condition of his sale of goods and/or services to the Town of Montville, the Town of Montville will be authorized to deduct from the proceeds due Seller an amount not to exceed 25% of the total amount due Seller. Said amount is to be applied against any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against the Seller. The Seller further agrees that Seller shall insure that Seller has the right to withhold an amount not to exceed 25% from each subcontractor working for the Seller, and providing goods and/or services to the Town of Montville, and to remit such withheld money to the Town in full or partial satisfaction of any unpaid and overdue taxes, assessments, fees, or other charges levied by the Town of Montville or any agency thereof against such subcontractor.

**TOWN OF MONTVILLE
LOCAL VENDOR REGISTRATION
AFFIDAVIT OF ELIGIBILITY**

Legal Name of Business:_____

Business Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other

Physical Montville Address:_____

Mailing Address (if different):_____

City:_____ State:_____ Zip Code:_____

Owner/Principal Name:_____

Phone:_____ Email:_____

Supporting Documentation Attached (check one):

Copy of cancelled check for payment of real estate or personal property taxes

Copy of long term lease of the real estate from which the business is operated

Copy of deed

Other:_____

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct.

Authorized Signature:_____ Date:_____

Printed Name:_____ Title:_____

Personally appeared, _____ Owner/principal of _____

signer and sealer of the foregoing instrument and acknowledged the truth of the foregoing before me on the _____ day of _____ in the year _____.

Notary Public _____ My Commission expires: _____

PROPOSAL
BID #2023-3

“POST TENSION CONCRETE COURT PROJECT”

Proposal of _____ hereinafter called
"BIDDER"

*a corporation of the State of

*a partnership, or

*an individual doing business as

To the Town of Montville, Connecticut

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Montville is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Requirements, the Information for Bidders and by the Supplementary Requirements, and to execute within 30 days after notice of the award, a formal contract with the Town of Montville for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Montville as liquidated damages for such failure

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 150 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of: _____ dollars (\$_____) is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

BID PROPOSAL FORM

POST TENSION CONCRETE TENNIS COURT INSTALLATION AND CONSTRUCTION BID#2023-3

BASE BID

ITEM DESCRIPTION

Post Tension Concrete Tennis Court Installation and Construction:

All work shown on the Contract Drawings and included in the Technical Specifications including but not limited to:

- A. Site Preparation
- B. Post Tension Concrete Slab
- C. Surface Acrylic Coating System

LUMP SUM PRICE: _____

LUMP SUM PRICE IN WORDS: _____

ADD ALTERNATES

The undersigned bidder further proposes and agrees that, should the following alternate be accepted by the Owner, the amount of the Total Base Bid, as heretofore stated shall be adjusted by the amount of the alternate.

Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.

This work shall include the following:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
-------------	--------------------	-----------------	-------------	-------------------	---------------

1. Six (6) Additional Pickleball Courts:

LUMP SUM PRICE: _____

LUMP SUM PRICE IN WORDS: _____

2. Tennis Return Wall / Practice Wall System:

LUMP SUM PRICE: _____

LUMP SUM PRICE IN WORDS: _____

3. Pickleball Lining:

LUMP SUM PRICE: _____

LUMP SUM PRICE IN WORDS: _____

The low bid will be determined by either of the following:

1. If the Owner elects to choose any of the Alternate items, then the low bidder will be established by adding the selected ALTERNATE AMOUNTS to the BASE BID total amount.
2. If the Owner elects NOT to choose any of the ALTERNATES, then the low bidder will be established by the BASE BID amount only.

This contract is to be awarded to that responsible Bidder whose total bid is the lowest number of dollars for the above items.

PLEASE PLACE THIS FORM AT THE FRONT OF YOUR SUBMISSION

The undersigned offers the following information as evidence of their qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name:_____years.
2. Ever failed to complete any work?
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.

A. Location_____

Project/Phone#_____

Engineer/Phone#_____

Completion Date_____

Amount of Contract_____

B. Location_____

Project/Phone#_____

Engineer/Phone#_____

Completion Date_____

Amount of Contract_____

C. Location_____

Project/Phone#_____

Engineer/Phone#_____

Completion Date_____

Amount of Contract_____

Bank Reference/Phone#_____

This firm consists of the following members:

Full Name

Residence

The officers are:

Full Name

Residence

President: _____

Treasurer: _____

Directors: _____

Respectfully Submitted:

SEAL: (If bid is by a
Corporation)

(Firm Name)

By: _____
(Signature)

(Typed Name and Title)

(Business Address)

(Telephone)

(Fax)

(Email)

**(ACKNOWLEDGMENT OF PRINCIPAL, IF A
CORPORATION)**

STATE OF _____

ss:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20__, BEFORE ME PERSONALLY CAME
AND APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN,
DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE
_____ OF _____, THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF
SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID
INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY
ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING
DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER
AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

(NOTARY PUBLIC)

**(ACKNOWLEDGMENT OF PRINCIPAL, IF A
PARTNERSHIP/LLC)**

STATE OF _____

ss:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20__, BEFORE ME PERSONALLY CAME AND
APPEARED _____,
_____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE
MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND
WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR
THE ACT AND DEED OF SAID FIRM.

(SEAL)

.....

(NOTARY PUBLIC)

**(ACKNOWLEDGMENT OF PRINCIPAL, IF AN
INDIVIDUAL)**

STATE OF _____

ss:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20 __, BEFORE ME PERSONALLY CAME AND
APPEARED

_____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON
DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND
DEED.

(SEAL)

(NOTARY PUBLIC)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Montville as owner in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Montville a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____(L.S.)

(Surety)

By:

SEAL:

TOWN OF MONTVILLE
Contract#2023-3

This Contract is entered into this __ day of _____, 20 __, between the TOWN OF MONTVILLE, hereinafter called the TOWN and _____ hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled "Post Tension Concrete Court Project" in accordance with the contract documents which consist of the Instructions to Bidders, the Proposal, General, Supplementary and Special Conditions, plans and specifications and all other documents attached hereto which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good construction practice and furnish the completed project to the TOWN in a good and usable condition.

The TOWN agrees that it will pay the CONTRACTOR as specified in the Specifications and the Proposal, and upon satisfactory completion of the work, it will accept the project. After completion of the project, and acceptance by the TOWN the CONTRACTOR shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the TOWN, the TOWN shall pay 95% of the Contract price. No later than six (6) months after acceptance of the final estimate, the TOWN will pay the 5% retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

The total payment will be

(\$_____).

Signed at Montville, Connecticut this __ day of _____, 20 __

For the CONTRACTOR

FOR TOWN OF MONTVILLE

Mayor

Director of Finance

PAYMENT BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)

a _____ hereinafter called "Principal"
and (corporation, partnership or individual)

_____, of _____, State of _____,
(Surety)

hereinafter called "Surety" are held and firmly bound unto _____,
(Owner)

of _____, hereinafter called "Owner", in the penal sum of

_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal
entered into a certain contract with the Owner, dated the _____ day of _____, 20____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke consumed,
repairs on machinery, equipment and tools, or insurance premiums on said work, and for all
labor, performed in such work whether by subcontractor or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any
way affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the provisions of Sec. 49-41a of the Connecticut General Statutes are incorporated herein and made a part hereof. Any provision of this bond contrary to such statutory provisions shall not be enforceable.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of __, 20__.

Principal
ATTEST:

(Principal) Secretary

By _____(S)

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

Surety

(Surety) Secretary

By _____(S)
Attorney-in-Fact

(SEAL)

(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal"
and (corporation, partnership or individual)
_____ of _____, State of _____,
(Surety)
hereinafter called the "Surety", are held and firmly bound unto _____
(Owner)
of _____, hereinafter called "Owner", in the penal
sum of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered in a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is
hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for such value received hereby stipulates
and agrees that no change, extension of time, alteration or addition to the terms of the contract or
to the work shall in any way affect its obligation on this bond, and it does hereby waive notice of
any such change, extension of time, alteration or addition to the terms of the contract or to the
work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this the__day of____, 20__.

Principal

ATTEST:

(Principal) Secretary

By _____(S)

(SEAL)
(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

Surety

(Surety) Secretary

By _____(S)
Attorney-in-Fact

(SEAL)
(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

**TOWN OF MONTVILLE
GENERAL REQUIREMENTS TO
BIDDERS**

1. Each bidder will be required to submit to the Finance Director, their original proposal with one (1) copy and one (1) electronic copy (flash drive)
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Montville reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Montville.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that

which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.

11. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
12. The Town of Montville is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.
13. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
14. IF APPLICABLE the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
15. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.
16. Bidders are responsible for checking the Town of Montville website at <https://www.townofmontville.org/form-repository/bids-and-proposals/> for any addendums and updates to the Bid.

SUPPLEMENTARY CONDITIONS

1. Insurance Requirements
2. Worker's Compensation Provision
3. Sanitary Facilities
4. Roadway Closings
5. Contract Bid Breakdown (Lump Sum)
6. Compliance with Laws
7. General Statutes of Connecticut
8. Non-Collusive/Non-Conflict of affidavit of Bidders
9. Affirmative Action/EEO Affidavit

1. Insurance Requirements

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Town of Montville as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Montville.

	(Minimum Limits)
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability

WC Statutory Limits

EL Each Accident	\$1,000,000
EL Disease Each Employee	\$1,000,000
EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to Town of Montville prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the Town.

2. Worker's Compensation Provision

Before entering into the contract for the project, the successful bidder must comply with all aspects of Section 31-286a of the Connecticut General Statutes, including providing the Town with a current statement from the State Treasurer that, to the best of his knowledge and belief as of the date of the statement, the Contractor or any of his Subcontractors was not liable to the State for any Worker's Compensation payments made pursuant to Section 31-355 of the Connecticut General Statutes.

Contract documents will not be signed until the statement has been received by the Town from the State Treasurer.

3. Sanitary Facilities

The Contractor shall provide temporary sanitary facilities for his employees. These facilities shall be cleaned regularly and in all ways comply with the State and Town Health Regulations.

4. Roadway Closings

In certain cases where deemed necessary for protection of the public, the Town MAY officially close a road to vehicular traffic for a specified period of time. Prior to closing any roads in accordance with this paragraph, detours shall be established by the CONTRACTOR, approved by the OWNER, and suitable signs erected. Access to all homes and business shall be maintained at all times for area residents and emergency vehicles.

5. Contract Bid Breakdown (Lump Sum)

The Contractor shall furnish a breakdown of each lump sum bid within 10 days after date of award of contract. Partial payments will be based on this breakdown. The Contractor's breakdown will be reviewed by the OWNER to insure that costs are proportioned properly between early and late pay items. Any unbalanced items or other discrepancies will be revised by the OWNER and the approved breakdown will be utilized as a basis for progress payment to the contractor.

6. Compliance With Laws

The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

a. Non-Discrimination and Affirmative Action

Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services

contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a- 60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972.

If a project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

b. **Executive Orders**

The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

c. **Wage Rates**

Notice is given that Section 31-53 of the Connecticut General Statutes, as amended, **may apply** to this Contract. The provisions of this section **shall not apply** where the total cost of all work to be performed by contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000.00) or where the total cost of all work to be performed by contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000.00). Upon the award of any contract subject to the provisions of this act, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract.

To the extent Section 31-53 of the Connecticut General Statutes applies, the following provision shall be deemed inserted into the Contract Documents pursuant to C.G.S. section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this Contract in the trade or occupation listed at the end of this section, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractors and such laborers and mechanics.

The wage rates have been determined by the State Labor Department and the contractor in payment of wage shall be bound by such schedules in the performance of the work herein provided.

In accordance with Public Act 93-392, as may be from time to time amended, the Contractor shall submit monthly to the Town a certified payroll (Forms WWS- CP1 and CP2) accompanied by a Statement of

Compliance. Samples of these forms are included with the wage rates.

In accordance with Public Act 02-69, as may be from time to time amended, the contractor shall contact the Labor Commissioner on or before July first of each year for the duration of this contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

The annual adjustments will be posted on Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the Department of Labor.

7. General Statutes of Connecticut

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

8. NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS

FOR BID # 2023-3

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;
3. no officer or employee or person whose salary is payable in whole or in part from the Town of Montville, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
4. he/she has read the Montville Code of Ethics, set forth in Chapter 49 of the Code of the Town of Montville, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she nor his/her firm/company are in violation of the Code with respect to this bid. Bidder further warrants that they will continue to comply with the Montville Code of Ethics with respect to their obligations under this bid and possible future contract award.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Montville to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____ this _____ day

of _____, 20____. My commission expires _____.

9. AFFIRMATIVE ACTION/EEO AFFIDAVIT

FOR BID # 2023-3

Concerning Equal Employment Opportunities and/or Affirmative Action Policy

I/we, the respondent, certify to the TOWN OF MONTVILLE that:

1. I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer

Legal Name of Bidder: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

Subscribed and sworn to me _____ this _____ day of _____, 20____.

Notary Public _____

My Commission expires: _____

SPECIFICATION FOR POST TENSION CONCRETE COURT PROJECT

SCOPE OF WORK

The Town of Montville is seeking to secure a highly qualified Firm to provide all the labor, materials, supplies, furnishings, services, shop drawings review, equipment, expertise and supervision to develop plans and specifications and construct post tension concrete tennis courts with new fencing and lighting. The Contractor shall, at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for the development of the Facility, to be located at 21 Simpson Lane, Oakdale, CT 06370. The goal of this project is to provide a new tennis facility at Camp Oakdale Tennis Courts using post tension concrete.

The Scope of Work for the design and construction of this Project consists of the following components:

- a. Construct new post tension concrete tennis courts with a 20 year warranty for four courts.
- b. Provide new fencing around the courts with perimeter concrete curbing.
- c. Provide an acrylic based sports surface suitable to be installed on top of concrete with a 10 year warranty.

1.2 CONTRACTOR OBLIGATIONS

The Contractor shall be responsible for all Work, including but not limited to and only as approved by the Town of Montville, survey, geotechnical investigation, design, acquisition of all permits not already acquired by the town, any and all information required to secure permits acquired by the town, demolition, environmental compliance, paving, grading, drainage, and construction on or before the Project completion date ("Contract Time") set under the Contract. The Contractor will coordinate, among other things, all utility work, with other Town of Montville agencies and entities as required for the tennis court construction project.

1.2 A Contractor Qualifications to be submitted:

1. Contractor must have experience in the construction of tennis courts.
2. Contractor must employ a staff members with experience in the installation of post tension concrete slabs.
3. The awarded contractor is responsible for the submission of stamped and sealed engineered drawings for the post tension concrete slab design.
4. Contractor to provide three (3) references from Connecticut Schools and/or Municipalities where the same or similar scope of work was completed in the last five (5) years. Projects listed must have been completed by the Bidder.
5. Bidder must employ a full-time staff member having an Unbonded Level 1 Certification from the Post Tensioning Institute for the installation of the post tensioning cables. The certification and documentation of the credentials must be provided with the bid.
6. Bidder must employ a full-time staff member having an Unbonded Level 2 Certification

from the Post Tensioning Institute for the inspection of the post tensioning cables prior to the placement of the concrete. The certification and documentation of the credentials must be provided with the bid.

7. Contractor shall employ a Certified Tennis Court Builder as certified by the American Sports Builders Association who will be present at the site regularly throughout the project to supervise and inspect all phases of the court construction project. The identity of the certified builder and documentation of the credentials must be provided with the bid documents.
8. Contractor shall provide a list of at least five (5) municipal projects that demonstrate concrete acrylic coating system (installation of Prime Coating System or equal to).
9. Contractor shall submit a preliminary schedule and sequence of work to demonstrate the contractor can complete the work in a timely manner.
10. Be able to furnish references from at least three (3) Architects or Engineers indicating the contractor has completed similar contract work to the owner's satisfaction.
11. Have adequate physical facilities in which and from which the work can be performed. Bidder must provide of detailed list of company facilities and equipment.

1.2 B. Tennis Court Construction Contractor Engineer Drawings and Specifications

1. After the contract is awarded the selected contractor shall provide a State of Connecticut licensed engineering drawing and specification for post tension concrete system and fencing along with necessary construction details. Documents shall be referenced as exhibit to contract.
2. Certified Engineering Firm – The Contractor team must follow the engineering design and specifications approved by the Town of Montville. The design and specifications must be prepared by a Professional Engineer licensed in the State of Connecticut.
3. The Contractor and Engineering Firm shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the Town of Montville. The Design-Builder shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications to the Town of Montville.

1.3 Post Tension Concrete Tennis Court Installation and Construction

1.3 A. Site Preparation: Prior to Concrete Pour for Tennis courts:

1. Existing asphalt, fencing system, tennis nets and net post, and all associated concrete footings are to be removed from the site.

2. The finished elevation of the new tennis courts should be within 2" of the existing tennis court elevations.

1.3 B. Post Tension Concrete Slab:

1. Contractor to provide complete set of specifications and stamped engineering drawings for the post tension concrete design prior to the start of any work. The post tension concrete slab should be designed with a minimum residual compression in the center of the slab of 130 psi.

1.3 C. Surface Acrylic Coating System:

System Description: Prime Coating Sports Surface (or equal)

The Prime Coating Sports Surface is designed to be used for tennis courts, basketball courts, roller hockey and multiuse courts over post tension concrete slabs. The Prime Coating Sports Surface combines state of the art polyurethane technology with state of the art acrylic technology. When the system is complete the post-tension concrete slabs are sealed, waterproofed and then finished with high strength acrylic color coats. This surface does not have to be removed prior to any re-coating.

Products

Primer & Sealer

The concrete primer and sealer needs to be a one part, moisture curing, waterproof polyurethane mixed with texture or approved equal. Product specifications to be included in Engineered Drawing Specifications.

Acrylic Coating

Court Surface Material shall be: Novacrylic Novaplay Base and Novacrylic Novaplay, as manufactured by Nova Sports U.S.A Inc., 6 Industrial Rd, Bld 2, Milford, MA 01757 or approved equal. All Coatings shall be 100% pure acrylic, containing no asphaltic emulsions, nor any vinyl, alkyd or nonacrylic resins. The color surface system shall be factory mixed in a ready to use (RTU) format. All materials shall be delivered to the job site in sealed containers with the manufacturers label affixed. Novaplay Base Coat is a heavy duty ready to use 100% acrylic resurfacer or approved equal. Novaplay is a high performance 100% acrylic ready to use textured color surface or approved equal.

1.2 D. Fencing System:

- Supply and install 10' tall, black, vinyl coated 2B, PP40, chain link fencing system that shall be used for the fence frame. Gate and terminal posts to be 4" PP40 with 3" line posts PP40.
- Fence posts to be installed in their own concrete foundations at a depth of 42", eight feet on center with top and bottom rail pipes.
- Rail pipes to be 1-5/8" PP40.
- 4'x7' gates with transoms to be supplied and installed in the existing locations.

- 1¾" x 8 gauge x 120" 2B black vinyl coated fencing fabric shall be stabilized to the fence frame with fence ties.

E. Concrete Curbing:

A 12' wide x 12" deep concrete curb shall be installed along all fence lines. Fence lines should be centered in the concrete curb. The finished elevation of the concrete curb shall be at the same elevation as the post tension slab.

1.3 J. Accessories:

New Net Posts, Nets, and Center Straps will be provided and installed for the tennis courts. Net posts should be 3" in size.

1.4 Warranty, and Inspection of Defects:

- 20-year warranty for post tension concrete slab for structural cracking, heaving or settling.
- 10-year warranty for the Prime Coating Sports Surface or approved equal for bubbling or peeling.

NOTES

1. The location of all existing utilities shall be confirmed prior to beginning construction. Call "Call Before You Dig", 1-800-922-4455.
2. All Dimensions and Elevations shall be verified in the field prior to construction to ensure proper draining of court surfaces.
3. The Contractor shall be responsible for verifying utility locations in the field and taking all necessary steps to protect them from damage. Any utility that is damaged through the negligence of the contractor shall be repaired by the controlling utility company at the contractor's expense.
4. All disturbed areas shall receive a minimum of 6" topsoil and be hydroseeded or sodded.
5. Any public or private property disturbed as a result of Construction operations shall be restored as quickly as possible to the satisfaction of the owner.

ALTERNATE 1

SCOPE OF WORK:

Contractor will provide the Town of Montville a cost quote for six (6) additional Pickleball courts located to the north of the tennis courts above. The courts will be the same post tension construction as the tennis courts.

ALTERNATE 2

SCOPE OF WORK:

TENNIS RETURN WALL/PRACTICE WALL SYSTEM

RALLY MASTER BACKBOARDS PREFERRED

General: Solid core, flexible, dense plastic panels with color molded directly into the panels complying with the following:

Construction:

1. Panel construction: Proprietary blend of polyethylene and additives for flexibility, impact resistance and U.V. stabilization. $\frac{3}{4}$ " thick.
2. Panel size: 4' feet wide x 10' feet long. Total wall size of 36' feet wide.
3. Panel weight: 150 lbs. per panel.
4. Panel color: Integral green color molded directly into the panels with permanent etched white line.
5. Complete assembled backboard dimensions as indicated on installation instructions drawings.

Mounting Hardware: All hardware is to be supplied by the manufacturer

1. Horizontal Panel Struts: 12-gauge galvanized steel mounted to tennis fence posts.
2. Connection hardware: Galvanized nuts, bolts and brackets.
3. Dampener Tape: Self- stick, closed cell to reduce sound and vibration.
4. Materials: aluminum, stainless steel or hot-dipped galvanized steel.
5. All kits include all parts for installation based on application.

Warranty: 20 year structural warranty.

ALTERNATE 3

SCOPE OF WORK:

Contractor will provide a cost to line the four tennis courts with lines for Pickleball within the tennis court lines in a different color/shade approved by the Town of Montville.