BID DOCUMENTS

FOR

ADA CONCRETE RAMP AND STAIRWAY REPLACEMENT

AT

JOHN C. MEAD ELEMENTARY SCHOOL

75 FORD STREET ANSONIA

FOR

ANSONIA PUBLIC SCHOOLS DR. JOSEPH DIBACCO SUPERINTENDENT

DONALD W. SMITH, JR., P.E. 56 GREENWOOD CIRCLE SEYMOUR, CT 06483 (203) 888-4904

Bid Document Date: March 26, 2021

TABLE OF CONTENTS

INVITATION FOR COMPETITIVE BIDS	1
INSTRUCTIONS TO OFFERORS	2
BID FORM	6
NON-COLLUSIVE AFFIDAVIT	8
STATEMENT OF BIDDERS QUALIFICATIONS	9
CONTRACT FORM	11
CHRO CONTRACT COMPLAINCE REQUIREMENTS	13
GENERAL CONDITIONS	18
SPECIAL CONDITIONS TO THE CONTRACT	26

TECHNICAL SPECIFICATIONS

SEE DRAWINGS

CONTRACT DRAWINGS

- SHEET TITLE
- 1 of 2PLANS & DETAILS2 of 2SPECIFICATIONS

INVITATION FOR COMPETITIVE BIDS

- 1. Sealed Bids are to be submitted to the <u>ANSONIA PUBLIC SCHOOLS</u> on or before, <u>APRIL 27, 2021</u> at <u>3:00 PM</u> and delivered to, <u>CENTRAL OFFICE 42 GROVE</u> <u>STREET</u>, <u>ANSONIA</u>, Connecticut, <u>06401</u>
- Bids will be received for furnishing all labor, materials, tools, and equipment necessary for the <u>ADA CONCRETE RAMP AND STAIR REPLACEMENT AT MEAD SCHOOL 75 FORD</u> <u>STREET ANSONIA.</u>
- 3. Bids shall be complete and submitted in TRIPLICATE, one of which shall be the original.
- 4. Copies of the Contract Documents are available at no cost at <u>www.ansonia.org</u> or <u>www.cityofansonia.com</u>. Addendum if any will be posted on these websites. It is the bidders responsibility to check the websites to see if an addendum(s) has been posted.
- 6. Prospective bidders should register the firm name and contact person with <u>bevans@ansonia.org</u>.
- 7. The Owner reserves the right to reject any or all Bids or to waive any informality in the bids as the Owner deems to be in its best interest. All submitted Bid documents must be completely filled in.
- 8. This Bid offer shall be acceptable for up to ninety (90) days from the Bid due date and until the next work day immediately following said period, if such period ends on a weekend or State holiday, without the consent of the above-mentioned Owner.
- 9. The owner will conduct a mandatory pre-bid meeting of the project site on <u>APRIL 13, 2021</u> at <u>10:00 AM</u>. All parties will meet at the project site. All prospective Offerors must attend.
- 10. Completion Schedule: It is anticipated that the Contract will be awarded on or about May 13, 2021 with a Notice to Proceed to be issued as soon as contracts are signed, approximately June 1, 2021. No work may be performed while school is in session. The last day of school is June 15, 2021. All work shall be completed by August 1, 2021.
- 11. Ansonia Public Schools reserves the right to accept or reject any or all proposals, to reduce the scope of the project to reflect available funding, and to waive any informalities in the bidding, if such actions are in their best interest.

The Owner is an Equal Opportunity Employer Minority/Women-Owned Businesses are encouraged to apply.

ANSONIA PUBLIC SCHOOLS 42 GROVE STAREET ANSONIA, CT 06401

INSTRUCTIONS TO OFFERORS

1. Bid Submissions

A. All Bids shall be submitted on the separate Bid form within the documents and shall be subject to all requirements of the Bid Documents. Erasures or other changes must be explained or initialed by the Offeror.

B. All Offerors must submit three (3) sets of completely executed Bid forms and documents to the Owner.

- C. Bids submitted shall be delivered to said Owner and shall be enclosed in outer and inner envelopes, both of which shall be sealed and clearly labeled with the following:
 - 1. Seal Bid
 - 2. Owner's Name
 - 3. Project Name
 - 4. Offeror's Name & Address
- D. The Owner may consider as informal any Contractor's Bid which contains an alteration or a departure from the Bid form hereto attached.
- E. The Contract will be based upon completion of the work according to the Bid Documents, together with all addenda thereto issued.

2. Receiving and Modification of Bids

- A. Bids received prior to the time established herein for the receipt and opening of same, will be securely kept, unopened. The officer whose duty it is to receive and open all Bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a Bid not properly addressed and identified.
- B. Faxed Bid documents will not be considered. A modification by faxed of a Bid already submitted to the Owner, will be considered only if, prior to the time Bids are due, such faxed modification is received and a written confirmation of it, signed by the Offeror, is deposited in the United States Mail prior to the time Bids are due.
- C. Offerors are cautioned to allow ample time for transmittal of Bids by mail or otherwise.

3. Withdrawal of Bids Before Date of Bid Opening

A Bid may be withdrawn on written or faxed request, dispatched in time for delivery in the normal course of business, prior to the time Bids are due.

4. Interpretations or Correction of Bid Documents

A. No oral interpretations will be made to any Offeror as to the meaning of the Bid Documents. Every request for such an interpretation shall be made in writing by a Offeror and forwarded to the following by E-mail or Fax,

DONALD W. SMITH, JR., P.E. 56 GREENWOOD CIRCLE SEYMOUR, CT 06483

Fax # (203) 881-3434 email dwsjrpe@sbcglobal.net

- B. No inquiry, received within up to five (5) business days of the date Bids are due will be given consideration.
- C. Any interpretation, correction or change of the Bid Documents will be made in the form of an Addendum to the Documents. Said addendum will be sent as promptly as is practicable to all Offerors to whom the Bid Documents have been issued. All such addenda shall become a part of the Contract Documents. If an addendum is required it will be issued no later than forty-eight (48) hours prior to the date & time Bids are due.

5. Withdrawal of Bid

Bids shall be acceptable for a period of up to ninety (90) days from the date Bids are due and may be accepted by the Owner at any time within such period or thereafter unless withdrawn or revoked by the undersigned after the expiration of said period of up to ninety (90) days.

6. Prevailing Wages

State prevailing wage rates are not required under this funding source.

7. Non Collusive-Agreements

All Offerors shall submit with their Bid a Non-Collusive Affidavit form provided within the Bid documents stating that the Offeror has not colluded with any other person in regard to any Bid submitted.

8. Representation and Qualification of Offeror

As an inducement to the acceptance of this Bid, the undersigned represents that the undersigned has the organization, adequate equipment and proper facilities to perform the services and work agreed to be performed hereunder: that the undersigned is duly authorized by law to perform such services and work.

9. Liquidated Damages

- A. Liquidated damages for each additional day beyond the time agreed for completion of the contract will be assessed against the contractor.
- B. The contractor and his sureties shall be liable for and shall pay to the Owner the sum of <u>FIVE HUNDRED DOLLARS</u> (<u>\$500.00</u>) per day until satisfactory completion of the contract work.

10. Non-Discrimination

No employee or applicant for employment, qualified by training and experience for work to be performed under this contract, shall be discriminated against in such employment by reason of race, creed, color, national origin or political affiliations. The undersigned shall include the foregoing provision in all subcontracts for any part of the work to be performed hereunder.

11. Workers' Compensation and Employers Liability Insurance

The Offeror shall carry Workers' Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Offeror's contract is sub-let, the Offeror shall require his subcontractor(s) to maintain this insurance for all of the subcontractor's employees.

12. Insurance Coverage Requirements

The Contractor must carry the insurance coverages as indicated in the following schedule:

- A. Workers' Compensation and Employers Liability Insurance:
 - 1. bodily injury by accident \$500,000-each accident
 - 2. bodily injury by disease \$500,000-each employee
 - 3. bodily injury by disease \$500,000-policy limit
- B. Comprehensive General Liability with Non-owned and Hired Auto Endorsement and Broad Form CGL Endorsement and Owners and Offeror's protective coverage amount \$1,000,000 CSL. If any digging is involved, the Offeror must carry XCU (underground explosion endorsement).
- C. Commercial Auto Liability Coverage (owned vehicle) coverage amount \$1,000,000 CSL.
- D.Umbrella \$1,000,000
- E. The Owner must be listed as additional insured on all required insurance coverages. In the required Certificate of Insurance under the "Description of Operations" area, the additional insured box must be checked off. The

"Description of Operations" space must contain the name of the project and title of work. The certificate holder shall be the Owner. If the above-described policies are modified, not renewed or cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holders.

13. Qualification of Offeror

The Offeror must prove, to the satisfaction of the Owner, that he has the organization and equipment to faithfully perform the work under the terms of the Contract Documents. Further, the Owner reserves the right to request additional information that it deems to be in its best interest after receipt of Bids.

14. Acceptance of Bid

This Bid, when accepted by the Owner and when a notice of such acceptance is mailed to the undersigned, shall constitute a binding agreement between the undersigned and the Owner to enter into a agreement upon the foregoing terms and conditions. Such agreement shall not be assigned in whole or in part by the undersigned.

15. Award of Contract and Contractor Certification Requirements

A. The contract award shall be made to the responsible Offeror whose Bid is most advantageous to the Owner in accordance with the owners procurement requirements. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received when such rejection or such waiver is in the best interest of the Owner.

16. Completion Schedule

It is anticipated that the Contract will be awarded on or about May 13, 2021 with a Notice to Proceed to be issued as soon as contracts are signed, approximately June 1, 2021. No work may be performed while school is in session. The last day of school is June 15, 2021. All work shall be completed by August 1, 2021.

BID FORM

Offeror:			
Address:			
City/Town:	State:	Zip Code:	
Phone #:	Fax #:		
Email:			

1. The undersigned, having familiarized himself/herself with the conditions presented and carefully examined all Bid Documents that affect the cost of the work for:

ADA CONCRETE RAMP AND STAIRWAY REPLACMENT PROJECT

AT

JOHN C. MEAD ELEMENTARY SCHOOL

The undersigned hereby proposes to furnish all labor, materials, tools and equipment required for the above described work for **ALL WORK**, all in accordance with the Bid Documents, for the total price of:

Price in words

Dollars (\$_____ Figures

- 2. The undersigned agrees that, if he/she is selected, he/she will, within three (3) business days, Saturday, Sunday and legal holidays excluded, after presentation by the Owner, execute a written agreement in accordance with the terms of these Bid Documents.
- 3. The undersigned agrees to commence the work on a date to be specified in the contract and agreed upon by these parties and to complete such work prior to August 1, 2021.
- 4. Attached hereto is a Non-Collusive Affidavit as proof that the undersigned has not entered into any collusion with any person in respect to this Bid, or any other Bid, or the submitting of Bids for the above Project.
- 5. The undersigned hereby acknowledges receipt of the following Addendum (a) to Bid Documents and that all associated costs thereto are included in the Total Bid Price.

Addendum #: _____ Dated: _____

6. In submitting this Bid, it is understood that the owner reserves the right to reject any and all Bids. Further, it is agreed that this Bid shall be open to acceptance for a period of up to ninety (90) days from the Bid due date or until the next work day immediately following said period if such period ends on a weekend or a State holiday.

Date:		
Firm Name: Address: Phone #: Email:		
Authorized	Signatory:	
Print Name:	:	
Title:		

NON-COLLUSIVE AFFIDAVIT

STATE OF)
COUNTY OF) SS.)
	, being first duly sworn, deposes and says:
1. That he/she is	, and;
	(Owner, Partner, Officer)
representing	
	(Name of Firm)

2. That Such Bid is genuine and not a collusive or sham Bid, and;

Neither said Offeror nor any of its officers, partners, agents, representatives or partiesin-interest has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any Offeror, firm or person, to submit a collusive or sham Bid or to refrain from offering in connection with said contract and has not in any manner, directly or indirectly, sought by agreement of collusion, or communications or conference, with any other Offeror, firm or person to fix the Bid price or process of the attached Bid or any other Bid, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Offeror or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the <u>ANSONIA PUBLIC SCHOOLS</u> or any person interested in the proposed contract; and that all statements contained in such Bid are true.

	_ AFFIX CORPORATE SEAL
(Individual, Partner, LLC or Corporate Signature)	
Title	
Subscribed and sworn to before me this da	ay of, 2016.
Notary Public	
My commission expires:	OTARY SEAL

STATEMENT OF BIDDERS QUALIFICATIONS:

All questions 1 through 13 must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add additional sheets for items marked (*).

- 1. Bidder's name
- 2. Bidder's address
- 3. When organized?
- 4. When incorporated _____
- 5. How many years have you been engaged in the <u>Concrete Construction</u> Business under present firm name?
- 6. * Contracts in Hand: (Schedule these showing gross amount of each contract and the approximate date of completion)

7. * General character of the work performed by your company _____

8. * Have you ever failed to complete any work awarded to you?

If so, where and why?

9. Have you ever defaulted on a contract?

10. * List at least five (5) similar jobs, both in scope and \$ value, that have been

completed by the firm and the data completed ______

11. * List the owed equipment which is available for this contract

12. * Detail the firm's experience in construction work similar to this project

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by Ansonia Public Schools?

The undersigned hereby authorizes and requests any person, firm of corporation to furnish any information requested by Ansonia Public Schools in verification of the recitals comprising this statement of Bidders Qualifications.

Dated at	this	day of	2021.	
Name of Bidder				
Ву:				
Title:				
State of:			(ss	
County of:			(ss	
			_ being duly sworn deposes and says	that he
is	of		and that the answers to the stater	nent of
Bidder Qualifica	tions questi	ons, numbere	ed 1 through 13 on preceding page, ar	nd all
statements there	ein containe	ed are true and	d correct.	
Sworn to before	me this	day of	of 20	
		(Notary Pu	ublic) My commission expires	

CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____ in the year 20___; by and between _____, hereinafter called the "Contractor" and the <u>ANSONIA PUBLIC SCHOOLS</u>, hereinafter called the "Owner".

WITHNESSETH, that the Contractor and the Owner, in consideration of mutual agreements stated herein, agree as follows:

1. Statement of Work

The Contractor shall furnish all labor, materials, tools and equipment and perform all work required which consists of:

ADA CONCRETE RAMP AND STAIRWAY REPLACMENT PROJECT

AT

JOHN C. MEAD ELEMENTARY SCHOOL

located in the <u>CITY</u> of <u>ANSONIA</u> Connecticut, in connection therewith, all in strict accordance with the Bid Documents dated <u>DECEMBER</u>, 2016.

2. Completion Schedule

The work shall be started no earlier then June 16, 2021, and the entire project shall be completed by August 1, 2021.

3. Contract Price

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, for a total contract price of: ______Dollars (\$_____). _____(Word) (Figures)

4. Conditions

A. The securing of all required insurance certificates as required by the Owner is a condition of this Contract and shall be in place by the contract start date. In no event shall the Contractor begin construction until it has obtained insurance satisfactory to the Owner.

5. Alterations

The following changes were made in the Bid before this Contract was signed by the parties hereto, including supplemental unit prices from Bid form submitted by the Contractor. - NONE

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in three (3) original counter parts on the day and year first above written.

	ANSONIA PUBLIC SCHOOLS Owner 42 GROVE STREET ANSONIA, CT 06401
	Address
(SEAL)	
(-)	Authorized Signatory
	Print Name & Title
	Attest:
	Signature
	Print Name & Title
	Contractor
	Address
(SEAL)	Bv
(,	Authorized Signatory
	Print Name & Title
	Attest:
	Signature

Print Name & Title

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

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<u>White</u> (not of Hispanic Origin)- All persons having	<u>Asian or Pacific Islander</u> - All persons having origins in any
origins in any of the original peoples of Europe, North	of the original peoples of the Far East, Southeast Asia, the
Africa, or the Middle East.	Indian subcontinent, or the Pacific Islands. This area includes
<u>Black(not of Hispanic Origin)- All persons having</u>	China, India, Japan, Korea, the Philippine Islands, and
origins in any of the Black racial groups of Africa.	Samoa.
<u>Hispanic</u> - All persons of Mexican, Puerto Rican, Cuban,	American Indian or Alaskan Native- All persons having
Central or South American, or other Spanish culture or origin, regardless of race.	origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes_No_

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

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

Yes__No__

PART IV - Bidder Employment Information

PART IV - Bidder Employment Information Date:											
JOB CATEGORY *	OVERALL TOTALS		IITE Hispanic	BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

TICL V DIGUELL	ining u		rannont r raotio			(1 age 5)				
 Which of the following (Check yes or no, and r 			s are used by you?	 2. Check (X) any of the below listed requirements that you use as a hiring qualification (X) 		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination				
SOURCE	YES	NO	% of applicants provided by source							
State Employment Service					Work Experience					
Private Employment Agencies					Ability to Speak or Write English					
Schools and Colleges					Written Tests					
Newspaper Advertisement					High School Diploma					
Walk Ins					College Degree					
Present Employees					Union Membership					
Labor Organizations					Personal Recommendation					
Minority/Community Organizations					Height or Weight					
Others (please identify)					Car Ownership					
					Arrest Record					
					Wage Garnishments					

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

GENERAL CONDITIONS

- 1. <u>Payments:</u> The Contractor shall be paid monthly, based on Periodical Estimates for Partial Payments on AIA forms.
 - A. Each Periodical Estimates for partial payment shall include up to ninety percent (90%) for articles delivered and accepted or services rendered, less deduction, if any, as herein provided. In making such partial payments for the work, there shall be retained ten percent (10%) of the estimated amount of work done until ninety-one (91) days after the final completion and acceptance of work covered by contract. The balance of the retainage shall be withheld until all punch list items, except lawns and planting, have been completed or ninety-one (91) days after the Certificate of Completion and Acceptance has been issued and the Contractor has submitted all warranties and construction closeout documents to the Consultant and or Owner whichever is later.
 - B. The Owner at their discretion may render payment for materials suitably stored on site upon submission of <u>proper supplier payable invoices less 10 percent</u> <u>retainage deduction</u>.
- 2. <u>Performance and Acceptance of Work:</u> All work required hereunder shall be performed as promptly as possible, and such work shall be subject to approval and acceptance by the Owner, but such approval and acceptance shall not relieve the undersigned from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the undersigned on demand, without cost to the Owner. The undersigned will abide by and carry out, without additional charge, such reasonable directions or requests as the Owner may from time to time given or make relative to the manner of performance of such work hereunder and upon completion of the work, leave the project free from any liens and/or charges arising out of the performance of this contract.
- 3. <u>Changes:</u> In accordance with the Owner's approved budget, the Owner may at any time by written order and without notice to the sureties, make changes in the Drawings or Specifications, if any, of this contract and within the general scope thereon, if such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted within ten (10) days from the date the change is ordered unless the Owner waives the prompt receipt of the claim in writing.

The Owner further reserves the right to make alterations in the form or quantity of the work herein contemplated, either before or after commencement of the work. If such alterations diminish the quantity of the work done, they shall not constitute a claim for damages or for anticipated profits on the work dispensed with, or affect the prices for various classes of work remaining. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price or prices for the various classes of work, or if not susceptible of classification, the price or prices shall be agreed upon in writing in advance, and in case of failure to so agree, the Contractor shall do the work as aforesaid as extra work.

- 4. <u>Changed Conditions</u>: Should the Contractor encounter, or the Consultant and or Owner discover, during the progress of the work, conditions at the site materially differing from those indicated in the Specifications, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in Specifications, the attention of the Consultant and or Owner shall be called immediately to such conditions before they are disturbed. The Consultant and or Owner shall thereupon promptly investigate the conditions, and if it finds that they do so materially differ, the contract shall be modified to provide for any increase or decrease in cost, or difference in time resulting from such conditions.
 - A. Except for minor modifications in the work not involving extra cost or additional time, and not inconsistent with the purposes of the Project; and except in an emergency endangering life or property, no extra work shall be ordered, and no change in the Drawings and Specifications shall be made, unless in pursuance of a written authorization from the Owner, and countersigned by the Consultant, if any. No claim for an addition to the Contract amount shall be valid unless so ordered.
 - B. The Contractor promptly upon request shall supply detailed estimates and Bids for changed or extra work. The value of the change or extra work which is to be ordered shall be determined by the Owner and their Consultant prior to the issuance of the order, and shall be based upon one of the following methods:
 - By ascertaining the number of unit quantities of each part of the work which is changed, and multiplying the ascertained number of such unit quantities by (a) the unit prices given in the Contract, or (b) by an equitable price if none is provided in the Contract.
 - 2. By ordering the Contractor or proceed with the work, and to keep and present, in such form as the Consultant and or the Owner may direct, a correct account of the cost of the extra or changed work, together with all vouchers therefore. Overhead and Profit will only be allowed on the total net additional quantities of each item in the cost breakdown after the deduction of credit items at Contractor's cost.
 - C. For work performed by the General Contractor, the cost of may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost of the work.
 - D. For work performed by a subcontractor, the cost to may include the net cost to the Subcontractor, plus an allowance not to exceed fifteen percent (15%), for his

overhead and profit plus an allowance not to exceed seven and one-half percent (7 1/2%) for the General Contractor's overhead and profit.

- E. "Net Cost" as used herein may include all items of labor and materials, the use of power equipment, power, premiums on Public Liability and Workmen's Compensation Insurance, Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credit shall be computed at net cost. Among the items to be considered as overhead are insurance other than as mentioned above, bond or bonds, supervision, superintendents, foremen, timekeepers, clerks, watchmen, use of small tools, incidental job burdens and that portion of general office expense applicable to each Change Order.
- 5. Cancellation: The Owner may at any time at its discretion cancel the contract, in whole or in part, by sending the Contractor a written notice terminating his right to proceed with all or any portion of the work, specifying the effective date of such termination. If the cancellation occurs by reason or any default or delay of the Contractor, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned to the Owner thereby. The Contractor shall be entitled to receive payment under the contract for any portion of the work completed on or before the effective date of termination, and then or thereafter accepted by the Owner, and shall be reimbursed that portion of his additional expenditures for labor and materials which the Owner finds to be of benefit to the project. If the cancellation is for the convenience of the Owner and not because of the Contractor's default or delay, he shall be entitled to receive compensation under the contract for all work completed and accepted, plus an equitable adjustment for additional work performed up to the effective date of cancellation.

6. Equal Employment Opportunity and Non-discrimination:

A. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related gualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or .on behalf of the Contractor, to state

that it is an ."affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

B Any Contractor who is a party to a municipal public works contract or quasipublic agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate police adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

- C If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that she/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- D "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and practices; affirmative advertising subcontracting policies, patterns and recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public "Municipal public works project" means that portion of an agency projects. agreement entered into on or after October 1, 2015, between any individual, form or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less.
- E. This Contract is subject to the provisions of Executive Orders No. Three (3), promulgated June 16, 1971 and No. Seventeen (17), promulgated February 15,

1973, by Governor Thomas Meskill and as such, this Contract may be cancelled, terminated or suspended by the Owner or the State Labor Commissioner for violation of non-compliance with said Executive Orders No. Three, No. Seventeen, or any State or Federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Orders No. Three and No. Seventeen are incorporated herein by reference and made a part hereof. A copy of the complete Executive Orders No. Three and Seventeen is available upon request.

- F. This contract is subject to the provision of Executive Order No. Seventeen (17) of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contact may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract.
- G. <u>Executive Order No. 16</u>. This Agreement is subject to, and the Contractor hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.
- 7. Intent:
 - A. It is understood that any work not specifically mentioned but which is incidental to the completion of any part of the work will be considered a part of this Contract.
 - B. All work is to be performed according to the best practices of the trade and all building permits are to be obtained by the Contractor prior to commencing work.
 - C. The workmen employed by the Contractor shall be suitably skilled to perform the work involved.
 - D. All work and materials to be the best of their kinds and subject to the approval of the Consultant and or the Owner and must meet all codes, regulations and applicable standards and testing criteria.
- 8. Examination of Site, Etc.: Each Offeror shall visit the site of the proposed work and fully acquaint himself with the conditions, as they exist. He/she should then fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Offerors shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any Offeror to examine any form, instrument, addendum or other document, or to visit the site and acquaint himself with conditions there existing, shall in nowise relieve said Offeror from any obligation with respect to his Bid price. The submission of a Bid shall be taken as prima facie evidence of compliance with this section.

- 9. <u>Guarantee:</u> Contractor shall guarantee all parts of his work both as to materials and workmanship for a period of one year from date of acceptance by the Owner. The Owner will hold performance security for a one year guarantee period. The Contractor or his sureties shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance. The date of final acceptance shall be established by a written notice of final acceptance of all work under the contract issued by Owner to the Contractor.
- 10. <u>Warranty:</u> The Contractor shall furnish the Owner with the manufacturer's warranty for all items connected to the Contract.
- 11. <u>Cleaning Up in General:</u> Remove all waste and other material on a day-to-day basis. On completion of all work, Contractor shall be responsible for the overall cleaning as a result of the work. Removal of waste material shall be as directed by the Specifications and or the Owner.
- 12. <u>Work Schedule:</u> The Contractor shall provide a work schedule to the Consultant and Owner for approval prior to commencement of the work. Work shall be performed during regular and normal work hours of the Owner.
- 13. <u>Permits:</u> Unless other wise provided in the bid/contract documents, the Contractor shall obtain and pay for all construction and other permits, licenses and inspections necessary for proper execution and completion of the Work. The Owner shall assist the Contractor as required in obtaining permits and licenses. The Contractor shall include the cost for all necessary permits, licenses and inspection fees in their bid, which might otherwise be charged by the City or State Government, or any of its Departments or agencies.
- 14. Patents and Royalties:
 - A. If the Contractor desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner.
 - B. The Contractor and the surety shall indemnify and save harmless the State of Connecticut, Owner and Consultant for any costs, expenses, and damage which it may be obliged to pay by reason of any infringement at any time during the prosecution or after the completion of the work.

15. Shop Drawings:

A. The Contractor shall forward, after detailed checking in his office with a transmittal letter, four (4) prints of each shop drawing to the Design Consultant.

- B. The Contractor shall upon request of the Design Consultant be requested to submit samples and all requested data for proposed material or equipment that deviates from the Specifications and Drawings. The Contractor also shall submit samples and data of specified materials or equipment to the Design Consultant for evaluation.
- C. No work shall be fabricated or installed by the Contractor until final approval has been given.
- 17. <u>Taxes:</u> The Contractor shall coordinate with the Owner with tax exempt status for arrangement with the State of Connecticut, State Department of Revenue Services for the elimination of Excise Taxes on freight or other items that may be normally taxable including but not limited to all sales, consumer, use and other similar taxes, for the Work or portions thereof. The Contractor will arrange with the State Department of Revenue Services for the omission of the State Sales Tax on all taxable items used on this Contract. Said tax omissions shall not be computed in the Contract price. If included the taxes shall be deducted upon audit and contract close-out.
- 18. AIA Forms Upon Completion

The Contractor shall provide the following AIA forms upon completion of the construction contract work to the Owner.

AIA G 706 Contractor's Affidavit of Payment of Debts and Claims Form
 AIA G 707 Consent of Surety to Final Payment Form

- 19. <u>Assurance of Governmental Approvals and Licenses.</u> The Contractor has obtained and, to the best of its knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by the Contractor for the Project.
- 20. <u>Indemnification</u>. Contractor shall and hereby agrees to indemnify, defend, and hold the Owner, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by Contractor of the terms, conditions, and covenants of this Agreement.
- 21. <u>Governing Law.</u> Except to the extent preempted by applicable federal law, the laws of the State of Connecticut shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement.

SPECIAL CONDITIONS TO THE CONTRACT

- 1. TEMPORARY FACILITIES:
 - a) The Contractor may connect to water taps available at the project site.
 - b) The Contractor may connect to electrical power available at the project site.
 - c) The Contractor shall furnish his own telephone utility.
 - d) The Contractor shall furnish his own bathroom facilities.
- 2. STORAGE:
 - a) No storage space will be provided by the Owner.
- 3. SUBMITTALS:

All submittals shall consist of six (6) copies.

- 4. INSURANCE:
 - a) No insurance shall be terminated by the Contractor without thirty (30) days notice to Ansonia Public Schools.
 - b) The Contractors', and all subcontractors, attention is directed to the General Conditions which specifies the various types and limits of insurance required of all Contractors' and subcontractors. Workmen's Compensation Insurance is required of all contractors and subcontractors.
- 5. SALES TAX:

Ansonia Public Schools are exempt from Connecticut Sales Tax. The Contractor should take note of this and inform his subcontractors and suppliers.

- 6. PROGRESS OF WORK:
 - a) Work shall be carried out in such a manner so as to cause minimal interference with the use of the project by the residents. The Contractor shall be responsible for protecting resident's property from and damage.
 - b) Other work in progress concurrently with work under this contract shall not be affected by the performance of this contract. Conformance with this provision shall be the responsibility of this Contractor.

- c) Work performed and materials furnished by the Owner or those in his employ, whether in connection with this contract or in connection with regular maintenance and/or other rehabilitation work at the project site, shall not be affected by the performance of this contract. Conformance to this provision shall be the responsibility of the Contractor.
- d) The Schedule of work shall be arranged with Ansonia Public Schools.
- e) The Contractor shall, at all times, maintain the fire integrity of the structure and shall maintain, free and clear, all fire emergency exitways.
- 7. CLEAN-UP:

Final clean-up shall include removal of all debris and surplus materials and leaving the work area broom clean. Cleanup of such items shall be to the satisfaction of the Owner.

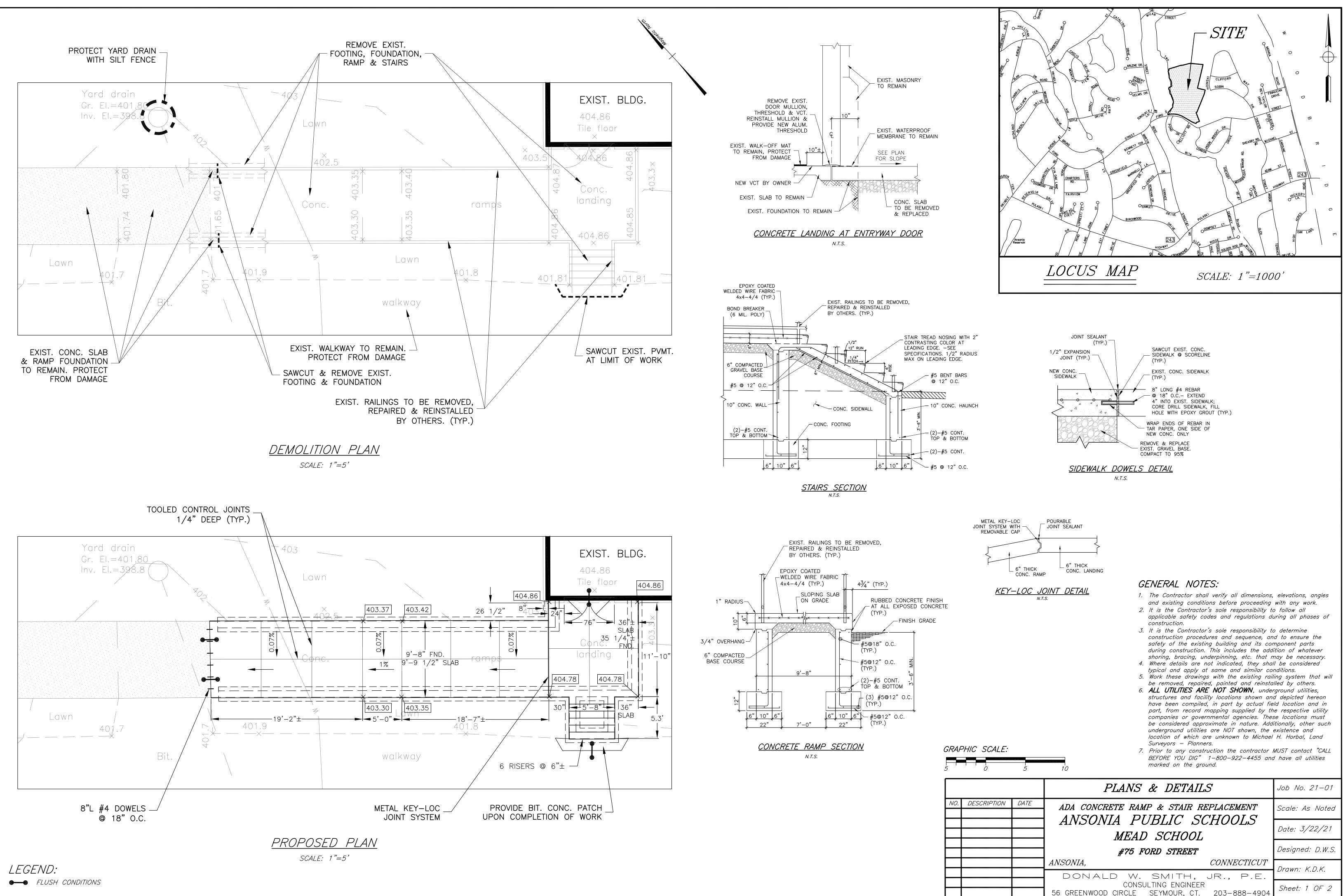
8. PERMIT FEES:

None Required.

- 9. TEMPORARY PROTECTION:
 - a) The Contractor shall be responsible for providing temporary protection of all items and plantings that are adjacent to the work so as to eliminate the possibility of damage to the owner's Property.

10. DISPOSAL OF MATERIALS

The Contractor shall be responsible for all costs associated with the legal disposal of all surplus materials and all materials designated to be removed as part of this project.



SITE DEMOLITION AND SITE CLEARING PROTECTION:

- 1. Protect plant growth and features remaining as final landscaping. All existing vegetation (trees, shrubs, grasses, etc.) to remain shall be protected from injury. Individual trees and shrubs to be saved within the designated work area shall be adequately protected by Contractor as part of this Contract.
- 2. Existing vegetation not adequately protected and damaged during construction shall be replaced with plants equal to or better than existing by the Contractor at no additional cost to the Owner. Contractor shall carefully prune branches in the way of construction. Only approved methods and tools will be permitted. Use of axes for trimming or spurs for climbing will not be permitted. Immediately paint all scars and cuts (2 inch diameter or larger) with approved tree compound or pruning paint.
- 3. Protect bench marks and existing work from damage or displacement.

DEMOLITION:

- 1. Demolish indicated structures and appurtenances in orderly and careful manner.
- 2. Cease operations and notify Owner's Representative immediately if adjacent structures appear to be endangered. Do not resume operations until corrective measures have been taken.
- 3. Except where noted otherwise, immediately remove demolished material from site.
- 4. Relics, antiques, and similar objects, as indicated by Owner's Representative or as discovered or uncovered in the process of performing the Work of this Section. remain the property of the Owner. Notify Owner's Representative prior to removal and obtain acceptance regarding method of removal.
- 5. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- 6. Do not burn or bury materials on site.
- 7. Backfill areas excavated as result of demolition.
- 8. Rough grade and compact areas affected by
- demolition to maintain site grades and contours.
- 9. Remove demolished materials from site as work progresses. Leave site in clean condition.
- SAW CUTTING:
- 1. Cut pavement to the full depth of the course or courses. Portions of remaining pavements injured or destroyed by the Contractor's work shall be replaced by the Contractor without additional compensation. Saw cuts shall be neat and straight to the approval of the Owner. Additional saw cuts, to the approval of the Owner's Representative, shall be made at no additional cost when the initial cuts are unacceptable

END OF SECTION

EARTHWORK

MATERIALS:

- 1. Except as otherwise specified, all fills, refills and backfills within the ramp, landing and stair areas and for paved areas shall be made with gravel, crushed stone or sand as hereinafter specified.
- 2. Bank or Crushed Gravel shall be composed of hard, durable stone and coarse to fine sand. not frozen and free form loam and undesirable organic matter, containing no stone having any dimension greater than two-thirds (2/3) of the depth of layer to be compacted. Gravel borrow or bank-run gravel shall conform to article m.02 of the CONNDOT standard specification form 816 and the following gradation requirements:

% PASSING BY WEIGHT U.S. STANDARD SIEVE SIZE 1 1/2" 100 3/4" 45 - 80 1/4" 25–60 No. 40 5–25 No. 200 0–5

- 3. Material used as common borrow for all refills and fills which are not supporting or influencing structures, pavement, or utilities shall be an approved granular material containing sound stone, gravel and sand, and free of frozen materials, silt, clay, vegetation, roots, peat, muck or other unsuitable matter. The use of on-site materials for fills, refills, or backfills will be permitted provided the material meets the above requirements.
- 4. Additional material required for structure fill shall be provided from off-site sources and shall meet the above requirements.
- 5. Topsoil as required for lawn work shall be a fertile, friable, medium textured sandy loam with no admixture of refuse or any natural or introduced materials toxic to plant arowth and free from subsoil and stumps, roots, brush, stones, clay lumps or other extraneous matter over 1-1/2" in diameter. Sandy loam shall possess good filtration and permeability rates.
- 6. On site topsoil (stockpiled) may be utilized in the work provided it shall be free of debris, roots and branches.
- 7. Grass Seed shall conform to the following requirements:
- 8. General: Pure, live, fresh seed from commercial sources meeting and labeled in accordance with State and Federal laws, rules and regulations. All seed to have minimum germination rate of 85%.
- 9. New seeding mixture shall conform to the following grass types and percentages:

Proportion by Weight

Perennial Ryegrass Kentucky Bluegrass Creeping Red Fescue Insert Materials

Т<u>уре</u>



10. Lawn Starter Fertilizer: A complete starter fertilizer in granular form, from commercial sources bearing manufacturer's analysis; 18–26–12 ratio of N–P–K applied at 2.5–5 lbs. per 1,000 square feet of new lawn according to manufacturer's direction.

DEWATERING:

- 1. Dewater when excavations are to some extent below existing groundwater levels and the site is subject to surface water and groundwater flow during the course of construction.
- 2. Control and pitch the grading to prevent water from running into the excavated areas or to prevent damage to other structures or work already accomplished.
- 3. The Contractor shall furnish all pumping and other dewatering equipment necessary to keep excavated area dry during construction. The groundwater shall be pumped adequately so that the water table is maintained a minimum of two (2) feet below the bottom of the excavation at all times. Filters shall be used on the dewatering devices to prevent the removal of fines from the soil. Water shall not be conducted onto adjacent property except in existing water courses.

UNSUITABLE OR EXCESS MATERIALS:

1. All topsoil and unsuitable or excess materials shall be stripped to their entire depths from areas of new construction or regrading. Materials suitable for use shall be stored in approved locations that will not interfere with building or utility operations. Topsoil shall be stripped and stored before any underlying excavating is begun. Stripped topsoil to be reused shall be free from clay, large stones and debris. Excess topsoil shall remain the property of the Owner and shall be stockpiled at locations directed by the Owner's Representatives. All unsuitable materials shall be excavated and legally disposed of off-site.

GRADES AND ELEVATIONS:

- 1. The Drawings indicate, in general, the finished grade elevations of all structures. The Owner's Representative, however, may make such adjustments in grades and alignment as are found necessary in order to avoid interference and to adapt to other special conditions encountered. Grading between indicated final grades shall provide smooth even surfaces, except as otherwise reauired.
- 2. After clearing and grubbing, and stripping of topsoil and unsuitable or excess materials, excavate and remove all materials. To elevations and dimensions indicated, plus sufficient space to permit erection of forms and shoring, drains, masonry and the inspection of foundations.
- 3. Immediately after excavations to the required arades. the exposed surface of the in-site materials shall be cleaned of all loose or disturbed materials. The surface of all structural excavations shall be thoroughly compacted.
- 4. If suitable bearing for foundations is not encountered at the depth indicated on the Drawings, or in the excavations required in these Specifications, immediately notify the Owner's Representative. Remove any remaining unsuitable material as directed.
- 5. The Owner's Representative shall be the sole judge of the suitability of all materials. Placina of footinas. foundation walls or compacted gravel on unsuitable material will not be permitted.
- 6. If rock is encountered at the required elevations, the rock shall be over-excavated and replaced with a minimum of twelve (12) inches of compacted gravel to the elevation of the bottom of the footing.
- 7. Bottoms of excavations shall be protected form frost and from water whatever the source. Footings shall not be placed on frozen ground nor on saturated materials. No excavation shall be made to the full depth indicated when freezing temperatures may be expected, unless the footings or slab can be poured immediately. The bottoms so excavated shall be protected from frost and water if placing or concrete is delayed.
- 8. The Contractor shall sheet, shore and brace all excavations, if necessary, to prevent cave-ins. Sheeting, shoring and bracing shall be removed before backfilling is completed.
- 9. Required excavations and excavations below or beyond the indicated or authorized limits shall be refilled with gravel compacted to ninety (90) percent of the maximum dry density at optimum moisture content, at no additional expense to the Owner.
- 10. After all required excavations have been made and the footings, foundations units and foundations walls have been constructed the Contractor shall place and compact suitable backfill to the subgrade level in lifts as hereinafter specified.
- 11. All fills and refills to the subgrade level shall be made with approved materials as specified. Immediately prior to placing the improvements, clean up the subgrade by removing and replacing any unsuitable materials as previously defined.

ROCK EXCAVATION:

- 1. All rock encountered within the limits of excavation shall be removed as may be required to complete the work of this contract, as shown on the Drawings and as specified herein.
- 2. Rock excavation shall include the excavation, removal and disposal of all boulders 1 cubic yard or more in volume.

- 3. Where boulders are exposed on the sides of, or in the bottom of the trenches or excavations for structures, they shall be wholly or partially removed, as directed; boulders shall be removed to limits not less than twelve (12) inches below and to the trench width lines indicated, and shall be removed to limits not less than twelve (12) inches outside below the structure walls or the underside of structure foundation slabs. Depressions resulting from the removal of boulders shall be refilled with approved compacted gravel.
- 4. No blasting will be permitted LAWN ESTABLISHMENT:
- 1. Preparation of existing turf or disturbed areas for seeding: Spread agricultural limestone and entire area shall be harrowed, disced or otherwise thoroughly broken up to 4-5" depth. Remove all large stone, roots, hard clods and other unsuitable or foreign materials encountered.
- 2. Harrow discing shall be done twice, perpendicular to each direction. Clods shall be broken so that they are less than 4" in any dimension.
- 3. Remove all debris and other inorganic materials on any prepared subgrades, and reshape and dress any damaged or eroded slopes, swales, and other areas. Scarify and loosen subgrade to a friable condition in any areas where compaction may have occurred. Topsoil shall not be placed until subgrade is in suitable condition and free of excessive moisture or frozen materials. Stockpiled and off-site topsoil shall be spread as required on all disturbed and bare areas. Fill all depressions in existing grades and reshape and finish grades to depth of topsoil required.
- 4. Area shall be progressively fine graded and machine or hand raked, with stockpiled and off-site topsoil added as required to correct depressions and other irregularities, to produce smooth and unbroken finished grades and the depth of topsoil required. Where additional topsoil is placed on existing topsoil disc harrow to mix to 4".
- 5. Starter fertilizer: All required materials shall be spread and distributed into the soil at rates and amounts specified herein.
- 6. Seeding: Approved seed mixture shall be applied at a rate of 1.5 – 2 lbs. per 1,000 square feet by means of an approved spreader device.
- 7. Acceptance: Lawns shall be given final acceptance when grass is well established, exhibits a vigorous growing condition, and is devoid of bare spots greater than 1 sq. ft. and has been mown at least twice.
- 8. At any time within period before acceptance, the Contractor shall replace any turf which for any reason. other than vandalism, has died or is in a dying condition. or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired.
- 9. Visit site as necessary during the period before acceptance to maintain grass. The Owner will not maintain grass until final acceptance of lawn areas. Contractor shall not have any claim that materials have failed to flourish as a result of Owner's maintenance operations, or lack of maintenance.
- END OF SECTION
- CAST IN PLACE CONCRETE
- QUALITY ASSURANCE
- 1. Unless otherwise specified, work and materials for construction of concrete walks shall conform to ACI *316R.* Other cast-in-place concrete shall conform to ACI 301.
- 2. Work, materials, and color of the handicap ramp paving shall conform to applicable sections of ADA and State Standards whichever is more restrictive. The maximum cross slope for sidewalks shall be two percent (2%) unless otherwise noted.
- 3. Dimensions, locations, and details of equipment pads, anchors, supports, and similar features indicated on the Drawings are approximate.
- TESTING
- 1. The Owner will retain and pay for the services of a State approved laboratory to perform all concrete testing and inspections in accordance with applicable ASTM[•] standards.
- 2. Tests will be required to determine whether the concrete being produced complies with the standard of quality and strength as specified.
- 3. Additional Tests: The Contractor may have the testing service make additional tests of in-place concrete when test results indicate that specified concrete strengths and other characteristics have not been attained. The testing inspection agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42-04 or such non-destructive testing methods that may be approved by the Owner's representative. Contractor shall pay for all such tests conducted. Any holes made shall be
- patched by the Contractor at their own expense. 4. Concrete Replacement: Failure of any test or to follow proper installation procedures will require that the concrete be removed and properly replaced by the Contractor at their own expense.

STEEL REINFORCEMENT

- 1. Steel reinforcing bars shall conform to ASTM A 615. 1. Bars employed as reinforcement shall be the
- deformed type.
- 2. Bars employed as dowels shall be hot-rolled plain rounds.
- 3. Unless otherwise indicated on the Drawings, reinforcing bars shall be Grade 60.
- 2. Welded wire fabric reinforcement shall conform to the applicable requirements of ASTM A 185–02. Fabric reinforcement shall be furnished in flat sheets. Fabric reinforcement in rolls will not be permitted.

PORTLAND CEMENT CONCRETE

- 1. Portland cement concrete for pavements, walks, and slabs shall be the air-entrained type with a maximum water/cement ratio of 0.44 conforming to ACI 316R. Minimum compressive strength at twenty-eight (28) days shall be 4,000 psi. Other cast-in-place concrete shall have a maximum water/cement ratio of 0.53 and a minimum compressive strength of 3,000
- psi at twenty—eight (28) days. 2. All concrete shall be the air-entrained type conforming to ASTM C94. Air content by volume shall be six percent (6%), and shall be tested in accordance with ASTM C 231-04. No antifreeze or other admixtures are permitted.
- 1. Concrete slump shall be no less than 2 inches nor areater than 4 inches. determined in accordance with ASTM C 143.
- 2. Cement shall be Portland cement. conforming to ASTM C 150-04, Type I used for the Work. Type III cement shall be used only with the prior approval of the Owner's representative.
- 3. Fine and coarse aggregates shall conform to ASTM С 33—03. 4. Concrete shall contain a water reducing agent to minimize cement and water content of the
- concrete mix at the specified slump. Water reducing agent shall conform to ASTM C 494. 5. No calcium chloride or admixtures containing calcium chloride shall be added to the concrete.
- No admixtures other than those specified shall be used in the concrete without the specific written permission of the Owner's representative in each 6. The concrete mix shall be designed by a licensed
- Professional Engineer to meet project design conditions.
- 7. Retempering of concrete will not be allowed. 8. Use latex or acrylic bonding agents when placing new concrete against existing concrete.

CURING MATERIALS FOR UNCOLORED CONCRETE

- 1. Curing shall be by moist curing (preferred) or by use of curing compound. If a curing compound is going to be used, it shall be approved by the owner prior to
- 2. Curing paper shall be nonstaining, fiber reinforced laminated Kraft bituminous product conforming to ASTM C 171–03. 4-mil polyethylene sheeting may be substituted for curing paper.

EXPANSION JOINTS

- 1. Expansion joint filler shall be preformed, non-bituminous type joint filler conforming to ASTM D 1752–04a, or preformed, bituminous type joint filler conforming to D 1751-04.
- 2. Premolded filler shall be one (1) piece for the full depth and width of the joint leaving a sealant recess as indicated.
- 3. Except as otherwise noted on the Drawings, joint filler shall be % inch thick.
- 4. Expansion joints shall receive joint backer rod and shall be sealed with joint sealant.

FORMS

- 1. Forms for Exposed Finish: Plywood, metal, metal-framed plywood faced, or other acceptable panel materials. Plywood shall be APA Ref. 1 B-B (Concrete Form), Class I Exterior Grade plywood or B-B or A-C Class I high density overlay concrete form plywood. Form work materials shall produce
- smooth, continuous, straight and level surfaces. 2. Forms for Unexposed Finish: Plywood, lumber or metal, with lumber dressed on at least two (2) edges and one (1) side.
- *3. Form Release Agent: Commercial formulation* compounds that will not bond with, stain or adversely
- affect concrete. 4. Forms shall be true to line and free from warp, and shall be of sufficient strength, when staked, to resist the pressure of the concrete without springing. Form work shall be designed so that sections may be fastened together to prevent vertical or horizontal movement of ends.

STEEL REINFORCEMENT

- 1. Before being placed in position, reinforcing for reinforced concrete shall be thoroughly cleaned of loose mill and rust scale, dirt, ice, and other foreign material, which may reduce the bond between the concrete and reinforcing. Where there is a delay in placing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.
- 2. Any bar showing cracks after bending shall be discarded.
- 3. Unless otherwise indicated on the Drawings, reinforcing shall extend within 2 inches of formwork and expansion joints. Reinforcing shall continue through control joints. Adjacent sheets of fabric reinforcing shall lap 6 inches.
- 4. After forms have been coated with form release agents, but before concrete is placed, reinforcing steel anchors shall be securely wired in the exact position called for, and shall be maintained in that position until concrete is placed and compacted. Chair bars and supports shall be provided in a number and arrangement satisfactory to the Owner's representative.
- 5. Welded wire fabric and reinforcing bars shall be elevated off gravel base by use of metal chair supports or approved equal.

PLACING CAST-IN-PLACE CONCRETE

- 1. Before placing concrete, forms and the space to be occupied by the concrete shall be thoroughly cleaned, and reinforcing steel and embedded metal shall be free from dirt, oil, mill scale, loose rust, paint, and
- other material which might tend to reduce bond. 2. Existing concrete, earth, and other water-permeable material against which new concrete is to be placed
- and shall be thoroughly damp when concrete is placed. There shall be no free water on the surface. 3. Concrete, which has set, or partially set, before placement shall not be employed.

- forms

FINISHING

CURING

- a curing compound.
- to each other.
- may be used. EXPANSION JOINTS
- concrete surface.

4. Concrete shall be thoroughly spaded and tamped to secure a solid and homogeneous mass, thoroughly worked around reinforcement and into corners of

5. When joining fresh concrete to concrete which has attained full set, the latter shall be cleaned of foreign matter, and mortar scum and laitance shall be removed by chipping and washing. Clean, roughened base surface shall be saturated with water, but shall have no free water on surface. A coat of 1:1 cement-sand grout, approximately 1/8 inch thick shall be well scrubbed into thoroughly dampened concrete base. New concrete shall be placed immediately, before grout has dried or set.

1. Concrete flatwork surfaces shall be screened off and finished true to line and grade, and free of hollows and bumps. Surface shall be dense, smooth, and at exact level and slope required. 2. Finished concrete surface for concrete subbase shall

be woodfloated to a slightly rough surface. Surface shall not deviate more than 1/4 inch in 10 feet. *3. Finished concrete surface for concrete pavement, walks,* and pads shall be wood-floated and steel troweled to a smooth surface. Surface shall not deviate more than 1/8 inch in 10 feet.

4. Unless otherwise indicated, horizontal surfaces of concrete surfaces, which will be exposed, shall be given a light broomed finish, with direction of grooves in concrete surface perpendicular to length of concrete band, slab or pad. After concrete has set sufficiently to prevent coarse aggregate from being torn from the surface, but before it has completely set, brooms shall be drawn across it to produce a pattern of small parallel grooves. Broomed surface shall be uniform, with no smooth, unduly rough or porous

spots, or other irregularities. Coarse aggregate shall not be dislodged by the brooming operation. 5. Immediately following finishing operations, arises at edges and both sides of expansion joints shall be rounded to a ¼ inch radius. Control joints to be tooled shall be scored into slab surface with scoring tool. Adjacent edges of control joint shall be same

time be finished to a $\frac{1}{4}$ inch radius. 6. Where finishing is performed before the end of the curing period, concrete shall not be permitted to dry out, and shall be kept continuously moist from time of placing until end of curing period, or until curing membrane is applied.

1. It is essential that concrete be kept continuously damp from time of placement until the end of the specified curing period. It is equally essential that water not be added to the surface during floating and troweling operations, and not earlier than twenty-four (24) hours after concrete placement. Between finishing operations, the surface shall be protected from rapid drying by a covering of waterproofing paper. Surface shall be damp when the covering is placed over it, and shall be kept damp by means of a good spray of water, applied as often as necessary to prevent drvina. but not sooner than twenty-four (24) hours after placing concrete. None of the water so applied shall be troweled or floated into the surface. 2. Concrete surfaces shall be cured by completely covering them with curing paper or an application of

3. Concrete cured using waterproof paper shall be completely covered with paper with seams lapped and sealed with tape. Concrete surface shall not be allowed to become moistened between twenty-four (24) and thirty-six (36) hours after placing concrete. During curing period surface shall be checked

frequently, and sprayed with water as often as necessary to prevent drying, but not earlier than

twenty-four (24) hours after placing concrete. 4. If concrete is cured with a curing compound, the compound shall be applied at a rate of 200 square feet per gallon, in two (2) applications perpendicular

Curing period shall be seven (7) days minimum. 6. Only if additional protection is absolutely required, the surface should remain uncovered for at least four (4) days, after which time new and unwrinkled non-staining reinforced waterproof Kraft curing paper

1. Expansion joints shall be $\frac{1}{2}$ inch wide and shall be as located on the Drawings. Expansion joint shall be troweled in the concrete to required width with preformed joint filler in place. Joint filler shall extend the full depth of the slab. Joint filler shall extend the full length of the expansion joint. 2. For concrete walks, pavements, and pads, depth of

ioint filler shall be as reauired to form a 1¼ inch deep sealant and back rod recess below finished

CONTROL JOINTS

1. Unless otherwise indicated, control joints shall be tooled into the concrete slab. with 3-inch wide border and toweled edges, in the pattern indicated on the Drawings, or every 10-foot o.c. maximum. Joint shall be made after concrete is finished and when the surface is stiff enough to support the weight of workmen without damage to the slab, but before the slab has achieved its final set.

2. Scoring shall cut into slab surfaces at least 1/4 inch.

HOT WEATHER CONCRETING

- 1. Concrete just placed shall be protected from the direct rays of the sun and the forms and reinforcement just prior to placement shall be sprinkled with cold water. Every effort shall be made to minimize delays that will result in excessive mixing of the concrete after arrival on the job.
- 2. During periods of excessively hot weather (95°F, or above), ingredients in the concrete shall be cooled insofar as possible and cold mixing water shall be used to maintain the temperature of the concrete at permissible levels all in accordance with the provisions of ACI 305R-99. Any concrete with a temperature below 95°F, when ready for placement, will not be acceptable, and will be rejected.
- 3. Temperature records shall be maintained throughout the period of hot weather giving air temperature, general weather conditions (calm, windy, clear, cloudy, etc.) and relative humidity. Records shall include checks on temperature of concrete as delivered and after placing in forms. Data should be correlated with the progress of the Work so that conditions surrounding the construction of any part of the structure can be ascertained.

PROTECTION OF CONCRETE SURFACES

1. Concrete surface shall be protected from traffic or damage until surfaces have hardened sufficiently. If necessary, $\frac{1}{2}$ inch thick plywood sheets shall be used to protect the exposed surface.

END OF SECTION

			SPECIFICATIONS	Job No. 21-01		
<i>NO</i> .	DESCRIPTION	DATE	ADA CONCRETE RAMP & STAIR REPLACEMENT ANSONIA PUBLIC SCHOOLS	Scale: As Noted		
			MEAD SCHOOL	Date: 3/22/21		
			#75 FORD STREET	Designed: D.W.S.		
			ANSONIA, CONNECTICUT	Drawn: K.D.K.		
			DONALD W. SMITH, JR., P.E.	DIGWII. N.D.N.		
			CONSULTING ENGINEER 56 GREENWOOD CIRCLE SEYMOUR, CT. 203-888-4904	Sheet: 2 OF 2		