

LEGAL NOTICE

TOWN OF AVON, CONNECTICUT

INVITATION FOR BID FOR AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS

February 11, 2019

The Town of Avon invites sealed bids for the installation of a synthetic turf multi-purpose field, the replacement of the track, and associated improvements at Avon High School until 10:30 AM on March 8, 2019. At that time bids will be opened in public and read aloud.

The documents comprising the Invitation for Bid may be obtained in person at Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM Monday through Friday, with the advance notice of one (1) business day, for a non-refundable cost of \$295.00, or on the Town’s website, www.avonct.gov, (under “Find It Fast”) Public Bids & RFPs.

The Town of Avon reserves the rights to amend or terminate this Invitation for Bid, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a bid, and award the contract to the lowest bid that meets the criteria set forth in the Invitation for Bid and is in the best interests of the Town.

TOWN OF AVON, CONNECTICUT

INVITATION FOR BID FOR

AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS

IFB 18/19-7

Bid Opening Date: Friday March 8, 2019

Bid Opening Time: 10:30 AM

Bid Place: Avon Town Hall, Office of the Town Manager

The Town of Avon invites sealed bids for the installation of a synthetic turf multi-purpose field, the replacement of the track, and associated improvements at Avon High School located at 510 West Avon Road.

One (1) original and three (3) copies of sealed Bids must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will not accept Bids received after the date and time noted above.

The documents comprising this Invitation for Bid (IFB) can be found on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday, with the advance notice of one (1) business day, for a non-refundable cost of \$295.00. **Each bidder is responsible for checking the Town's website to determine if the Town has issued any addenda to this Bid and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date, unless otherwise stated in the Technical Specifications section of this IFB.

The Town reserves the rights to amend or terminate this IFB, accept all or any part of a Bid, reject all Bids, waive any informalities or non-material deficiencies in a Bid, and award the Bid to the lowest Bid that meets the criteria set forth in the IFB and that is in the best interest of the Town.

This Bid includes:

- Standard Instructions to Bidders
- Required Contract Terms
- Insurance Requirements
- Bid Form
- Bidder's Legal Status Disclosure Form
- Bidder's Non Collusion Affidavit Form
- Bidder's Statement of Qualifications and Statement of References Forms
- Construction Schedule Specifications
- Avon Public Schools 2018-2019 and 2019-2020 Academic Calendars
- DOL Prevailing Wage Rates
- Addenda, if any
- The Contract in the form attached
- Technical Specifications and Plan Set

TOWN OF AVON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Avon (the “Town”) is soliciting Bids for the installation of a synthetic turf multi-purpose field, the replacement of the track, and associated improvements at Avon High School located at 510 West Avon Road. This IFB is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful bidder.**

Interested parties should submit a Bid in accordance with the requirements and directions contained in this IFB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this IFB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this IFB, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE IFB OR CONTRACT

The Town may, before or after Bid opening and in its sole discretion, clarify, modify, amend or terminate this IFB if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, www.avonct.gov, (under “Find It Fast”) Public Bids & RFPs. **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

If this IFB provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful bidder for any unfunded year or years.

3. KEY DATES

Pre-Bid Conference/Site Visit (<u>Mandatory</u>):	February 20, 2019 at 10:00 AM 60 W. Main St., Avon, CT Building #1 - Avon Room (Lower Level)
Bid Opening:	March 8, 2019 at 10:30 AM
Interview/Scope Review:	Week of March 11, 2019
Preliminary Notice of Award:	March 20, 2019*

Contract Execution:

April 5, 2019

The Interview/Scope Review, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

***NOTE:** The AHS Synthetic Turf Field and Track Improvement Building Committee reserves the right to interview some, or all, of the bidders prior to making a contract recommendation to the Town Council. Therefore, the presence of certain bidders may be requested at the March 20, 2019 meeting of the AHS Synthetic Turf Field and Track Improvement Project Building Committee, to be held at 7:00 p.m. in Building #1, 60 West Main Street, Avon, CT.

4. OBTAINING THE IFB

All documents that are a part of this IFB can be found on the Town's website, www.avonct.gov, (under "Find It Fast") Public Bids & RFPs. They can also be obtained in person at the Avon Town Hall, Office of the Town Manager, 60 West Main Street, Avon, CT 06001, during the hours of 8:30 AM – 4:30 PM, Monday through Friday, with the advance notice of one (1) business day, for a non-refundable cost of \$295.00.

5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to the date and time the Bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late Bids. The Town will **NOT** accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery.

One (1) original and three (3) copies of all Bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS**," and the **Bid Title, Bid Number and Bid Opening Date**. The Town may decline to accept Bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such Bid documents and inform the bidder that the Bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this IFB. All blank spaces for Bid prices must be completed in ink or be typewritten; Bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the Bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date, unless otherwise stated in the Technical Specifications section of this IFB, in order to give the Town sufficient time to review the Bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this IFB.

6. QUESTIONS AND AMENDMENTS

Questions concerning this IFB are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Grace Tiezzi
Department: Town Manager's Office
E-mail: gtiezzi@avonct.gov
Phone: 860-409-4377
Fax: 860-409-4368

Bidders are prohibited from contacting any other Town employee, officer or official concerning this IFB. A bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the Bid opening date. That representative will confirm receipt of a bidder's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this IFB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to Bid opening, the Town will post any addenda on the Town's website, www.avonct.gov, (under "Find It Fast"), Public Bids & RFPs. **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its Bid in accordance with the IFB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this IFB, and no bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of Bids, to ask any bidder to clarify its Bid or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING BID

Each bidder's costs incurred in developing its Bid are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF BIDS

All Bids submitted become the Town's property and will not be returned to bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a Bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its Bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each bidder must, in its Bid Form, make the disclosures set forth in that form. A bidder's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each bidder must complete and submit the Bidder's Statement of References Form included in this IFB.

13. LEGAL STATUS

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status. Each bidder must complete the Bidder's Legal Status Disclosure Form included in this IFB.

14. BID SECURITY

Each Bid must be accompanied by a certified check of the bidder or a Bid (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the Bid amount. The Bid (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this IFB within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing,

shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its Bid.

Upon the successful bidder's delivery of all documents required by this IFB and execution of the Contract in the form enclosed with this IFB the Town shall return the Bid security to the successful bidder and to all other bidders.

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each bidder is responsible for having read and understood each document in this IFB and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this IFB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its Bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this IFB or the provision or goods or performance of the work described herein.

By submitting a Bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this IFB, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its Bid.

16. SUBSTITUTION FOR NAME BRANDS

The proposer must attach detailed information concerning deviations from any name brands specified in the IFB and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1).

18. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this IFB. The Town reserves the right to request from the successful bidder a complete, certified copy of each required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall furnish performance security in the form of a performance bond covering the faithful performance of the contract (the "Performance Security"). The Performance Security shall equal to the full amount of the Contract price and in a form reasonably acceptable to the Town. If the Performance Security is a performance bond, it shall be issued by a company

licensed by the State of Connecticut that has at least an "A-" VII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the proposal price.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

The successful bidder shall deliver the items that are the subject of the IFB, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

All Bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this IFB. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a Bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a Bid, reject all Bids, and waive any informalities or non-material deficiencies in a Bid. The Town also reserves the right, if applicable, to award the purchase of individual items under this IFB to any combination of separate Bids or bidders.

The Town will select the lowest Bid that meets the criteria set forth in the IFB and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a bidder's experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any bidder if, in the sole judgment of the Town, the bidder's past performance gives rise to a substantial risk that the bidder may not provide satisfactory performance.

The Town generally will not award the Bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.**

If the bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any Bid security provided by the bidder and may enter into discussions with another bidder.

The Interview/Scope Review, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful bidder is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful bidder's activities under the Contract.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

23. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a Bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

24. NON COLLUSION AFFIDAVIT

Each bidder shall submit a completed Bidder's Non Collusion Affidavit Form that is part of this IFB.

END OF STANDARD INSTRUCTIONS TO BIDDERS

TOWN OF AVON, CONNECTICUT

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the bidder must disclose that inability, unwillingness, clarification and/or modification in its Bid Form (see Section 11 of the Standard Instructions to Bidders):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the IFB or the Contract. Without limiting the foregoing, the obligation to defend, indemnify, and hold harmless includes injuries to persons (including injuries resulting in death) and injuries to property (including injuries to the environment). The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful proposer may not subcontract, transfer or assign any of its obligations under the Contract except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each

proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. **The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract.** The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful bidder shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful bidder, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

5. TOWN INSPECTION OF WORK

The Town, or its agent, may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the IFB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. ADVERTISING

The successful bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder.

9. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful bidder 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. Upon Contract award, the successful bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful bidder and its subcontractors.

10. PREFERENCES

The successful bidder shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful bidder agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

11. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful bidder to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

12. SAFETY

The successful bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful bidder will take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful bidder shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

This item is not applicable to this IFB.

15. SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful bidder agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful bidder. The successful bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its Bid and the performance of the Contract. The successful bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

21. DATA AND DOCUMENTATION

All data and documentation collected, and/or created, by the Contractor or his Subcontractors that is related to, or in support of, the Work, is the property of the Town of Avon and shall be delivered to the Town in both Portable Document Format (.pdf) and native format, as well as in any other format stipulated in the Technical Specifications of this IFB, upon project completion. The Town Engineer, in his sole discretion, shall determine whether the Contractor has fulfilled this requirement satisfactorily, or whether additional data or documentation may be required.

22. TEMPORARY CONSTRUCTION FACILITIES

The Contractor shall submit a plan for the location of certain temporary construction facilities, such as sanitary facilities, parking areas, equipment and materials staging locations, construction trailers, and other similar accommodations for approval by the Town prior to the pre-construction meeting. Requests for revisions to said plan shall be submitted to the Town for approval.

END OF REQUIRED CONTRACT TERMS

TOWN OF AVON, CONNECTICUT

INSURANCE REQUIREMENTS FOR

AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS

IFB 18/19-7

General Liability & Automobile Coverage Requirements: Construction Projects*:

- a. Commercial General Liability:

Each Occurrence:	\$2,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000

MUST include coverage for explosion, collapse, and underground hazards. If this coverage is automatically included under the Commercial General Liability, please note this in the Description of Operations section of the COI.
- b. Automobile Liability:

Each Accident:	\$2,000,000
Hired/Non-owned Auto Liability	\$2,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. Umbrella Liability: Shall apply over the following coverage: commercial general liability, commercial automobile liability, and employer liability section of the workers compensation policy.

Each Occurrence	\$5,000,000
Annual Aggregate:	\$5,000,000
- e. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- h. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743. Endorsements to the contractor's policies may be used to comply with this requirement.
- i. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.
- j. It shall be the responsibility of the Contractor to ensure that all subcontractors meet these coverage requirements

* This category includes all projects where there is the possibility of serious injury or death due to the nature of the work.

TOWN OF AVON, CONNECTICUT

BID FORM

AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS
IFB 18/19-7

BIDDER'S FULL LEGAL NAME:

PRICE BID

The Bid Form shall be completed in accordance with **Section 01 2010 "Measurement and Payment"** of the Technical Specifications incorporated in this IFB. Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

BASE BID ITEM DESCRIPTIONS	PRICE BID (\$00.00)
Bid Item 1 – Site Preparation & Demolition	
Bid Item 2 – Field Drainage & Base Preparation	
Bid Item 3 – Synthetic Grass Sports Surfacing	
Bid Item 4 – All-Weather Track Completion	
Bid Item 5 – Site Improvements	
TOTAL BASE BID ITEMS	

To provide the **Base Bid** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____

/100 Dollars (write out
in words) (\$ _____).

UNIT PRICE ITEMS	PRICE BID (\$00.00)
Bid Item 6 – Topsoil Removal	
Bid Item 7 – Removal of Unsuitable Soil	
Bid Item 8 – Test Pit Excavation	
Bid Item 9 – Common Fill	
Bid Item 10 – Granular Fill	

ALTERNATE BID ITEMS	PRICE BID (\$00.00)
Alternate 1 – Sports Field and Pedestrian Lighting	
Alternate 2 – Sports Field and Pedestrian Lighting, Extended Construction Schedule	
Alternate 3 – Landscape Plant Buffer, West Avon Road and Sudbury Way	
Alternate 4 – Landscape Plant Buffer, Southeast	
Alternate 5 – Landscape Plant Buffer, North Field	

To provide the **Alternate 1** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

To provide the **Alternate 2** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

To provide the **Alternate 3** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

To provide the **Alternate 4** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

To provide the **Alternate 5** products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of _____ /100 Dollars (write out in words) (\$_____).

ACKNOWLEDGEMENT

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the IFB

_____ This Bid does not take exception to or seek to clarify or modify any requirement of the IFB, including but not only any of the required Contract Terms beginning on page 12 of this IFB. **The bidder agrees to each and every requirement, term, provision and condition of this IFB.**

OR

_____ This Bid takes exception(s) to and/or seeks to clarify or modify certain of the IFB requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the bidder on the State of Connecticut's Debarment List?

_____ Yes
_____ No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) 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-year period preceding the Bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Bid?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of Bids or bids or the performance of work on public works projects or contracts?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the bidder that could be regarded as creating a conflict of interest?

_____ Yes
_____ No

If "yes," attach a sheet fully describing each such matter.

BID SECURITY

Included is the required Bid (bid) security in the amount of 10% of the Bid amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

END OF BID FORM

TOWN OF AVON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Bidder’s Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)

Name and Title of Bidder's Authorized Representative

(signature)

Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF AVON, CONNECTICUT

BIDDER'S NON COLLUSION AFFIDAVIT FORM

BID FOR:

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the Bid is genuine; it is not a collusive or sham Bid;
- (2) the bidder developed the Bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the Bid to any person not an employee or agent of the bidder and will not communicate the Bid to any such person prior to the official opening of the Bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the bidder's Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its Bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public
My Commission Expires:

END OF NON COLLUSION AFFIDAVIT FORM

TOWN OF AVON, CONNECTICUT

**BIDDER'S STATEMENT OF QUALIFICATIONS
AND STATEMENT OF REFERENCES FORMS**

**AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS
IFB 18/19-7**

All questions must be answered and the data given must be clear and comprehensive. The cover sheet must be notarized. If necessary, questions may be answered on separate sheets. Contractor may submit any additional information he desires.

Information Required:

1. Name of Contractor.

2. Permanent main office address.

3. When organized. _____

4. If a corporation, where incorporated (city/state). _____

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. General character of work performed by your company.

7. Have you ever failed to complete a project? If yes, identify the project(s) and provide an explanation.

8. Have you ever defaulted on a contract? If yes, identify the project(s) and provide an explanation.

9. Use the attached References form to list (at a minimum) the following information for projects recently-completed by your company and/or subconsultants who will be performing the work, stating the Name, address and telephone number of the client:

A. Bidders shall have completed at least five (5) athletic fields with synthetic grass sport surfacing systems with in-fill of 75,000 S.F. or larger in size that are a maximum of five (5) years old. Qualifications shall be by your company and/or subcontractors who will be performing field base and drainage work.

B. List five (5) additional completed projects of a similar nature to this project that demonstrate work completed by your organization in the past 5 years.

10. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Avon?

Yes No

11. Do you have adequate resources to complete the project within the required schedule and/or by the required completion date?

Yes No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____,

(Name of Bidder)

By: _____

Title: _____

State of _____)

SS:

County of _____)

_____ being duly sworn, deposes and
says that he is _____ of

and that the answers to the foregoing questions and all statements therein are true and correct
and sworn under penalties of perjury.

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

(Notary Seal)

(Notary Signature)

My Commission Expires: _____

STATEMENT OF REFERENCES

The Bidder is required to fill out the following form to enable the Town to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

ITEM A: List, five (5) projects of similar nature to the project described herein that the Bidder has completed, with name, address, and telephone number of a reference for each project. Include approximate construction cost. Bidders may attach additional sheets if necessary.

Project 1: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 2: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 3: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 4: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 5: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

ITEM B: List five (5) additional completed projects of a similar nature to this project that demonstrate work completed by your organization in the past 5 years.

Project 1: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 2: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 3: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 4: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

Project 5: _____

Brief Description: _____

Contract Value: _____ Date Completed: _____

Reference:

Name: _____ Phone No. _____

Address: _____

**END OF BIDDER'S STATEMENT OF
QUALIFICATIONS AND STATEMENT OF REFERENCES FORMS**

TOWN OF AVON, CONNECTICUT

CONSTRUCTION SCHEDULE SPECIFICATIONS

AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND TRACK IMPROVEMENTS

IFB 18/19-7

The Town of Avon suggests the following proposed schedule for the referenced project, but the Town shall not be bound to this schedule. Bidders are required to provide their own proposed schedule that shall be relied on by the Town, using a Notice to Proceed date of April 5, 2019

- | | |
|--------------------------|--------------------|
| • Notice to Proceed | April 5, 2019 |
| • Begin Construction | April 22, 2019 |
| • Substantial Completion | August 23, 2019 |
| • Final Completion | September 20, 2019 |

The absolute deadline for Substantial Completion of the Work, including any Alternate Bid Items selected by the Town at the time of Contract Execution, shall be **August 23, 2019, time is of the essence.** The absolute deadline for Final Completion shall be **September 20, 2019, time is of the essence.** Failure of the Contractor to complete all of the required work by these absolute deadlines shall be considered a material breach of the contract and will result in the Town of Avon deducting from any payments that are due to the Contractor, or may become due to the Contractor, or if no payments are due to the Contractor, the Town shall have the right to recover, the amount of two thousand dollars (\$2,000.00) per day for each and every calendar day elapsing between the date stipulated for Substantial Completion and the actual date of Substantial Completion and/or the date stipulated for Final Completion and the actual date of Final Completion. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

SCHEDULING CONSIDERATIONS

Per Chapter 17, Article IV, Section 17-65, of the Code of the Town of Avon, construction activities shall be prohibited between the hours of 6:00 p.m. and 7:00 a.m. on weekdays and between the hours of 6:00 p.m. and 8:00 a.m. on Saturdays, Sundays, and Town holidays.

In general, the Contractor shall exercise good judgement in scheduling construction activities that may impact the traffic patterns on West Avon Road and the high school parking lot and driveway, especially during student arrival and dismissal times. When school is in session, the Contractor shall not schedule construction activities that may disrupt the flow of traffic during student arrivals or dismissals as outlined below:

- Regular Schedule:
 - Student arrival by 7:20 a.m. No disruption of traffic 7:00 a.m. – 7:45 a.m.

- Student dismissal at 2:15 p.m. No disruption of traffic 2:00 p.m. – 2:30 p.m.
- Early Dismissal Schedule (half days):
 - Student dismissal at 10:45 a.m. No disruption of traffic 10:30 a.m. – 11:00 a.m.
- Avon High School Final Exam Schedule:
 - Pending any unexpected school closings, final exams are scheduled for June 10, 2019 – June 13, 2019
 - Student arrival by 7:20 a.m. No disruption of traffic 7:00 a.m. – 7:45 a.m.
 - Student dismissal at 12:15 p.m. No disruption of traffic 12 noon – 12:30 p.m.

During construction, the Town or the Contractor may wish to amend these timeframes based on actual traffic patterns observed. Upon written request from the Town, the Contractor shall amend timeframes as required by the Town. If the Contractor wishes to propose an amendment to these timeframes, such a request shall be submitted to the Town in writing for approval.

The Avon Public Schools academic calendars for 2018-2019 and 2019-2020 are included in this IFB for your convenience and shall be utilized in the development of a proposed construction schedule. Please note that these dates may be subject to change due to unexpected school closings which will be made up following the scheduled last day of school.

END OF CONSTRUCTION SCHEDULE SPECIFICATIONS



AVON PUBLIC SCHOOLS 2018-2019 CALENDAR

Adopted 2/27/18
Revised 11/27/18

August – 4 Days					September – 17 Days					October – 22 Days					November – 17 Days				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
6	7	1	2	3	3	4	5	6	7	8	9	10	11	12	5	6	7	1	2
13	14	8	9	10	10	11	12	13	14	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	17	18	19	20	21	22	23	24	25	26	19	20	21	22	23
27	28	29	30	31	24	25	26	27	28	29	30	31			26	27	28	29	30
December – 15 Days					January – 20 Days					February – 18 Days					March – 20 Days				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4					1					1
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8	4	5	6	7	8
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	11	12	13	14	15
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	18	19	20	21	22
31					28	29	30	31		25	26	27	28		25	26	27	28	29
April – 16 Days					May – 22 Days					June – 9 Days					180 Instructional Days 186 Staff Days				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	KEY				
1	2	3	4	5			1	2	3	3	4	5	6	7	--	School Cancellation			
8	9	10	11	12	6	7	8	9	10	10	11	12	13	14		In-service – No School			
15	16	17	18	19	13	14	15	16	17	17	18	19	20	21		Important School Event			
22	23	24	25	26	20	21	22	23	24	24	25	26	27	28		Holiday/Vacation – No School			
29	30				27	28	29	30	31							Half Day – Early Dismissal			

8/16-22	New Staff Orientation – no school	1/1	New Year's Day – no School
8/23	Teacher Convocation & In-service – no school	1/18	Teacher In-service – no school
8/24 & 27	Teacher Workdays – no school	1/21	Martin Luther King Day – no school
8/28	First Day of School	1/25	Close of the 2nd quarter at AHS & AMS
9/3	Labor Day – no school	2/18-19	Presidents' Day Recess – no school
9/5	AHS Open House	3/7	PGS & RBS Half Day/Afternoon & Evening Conferences
9/6	PGS & RBS Curriculum Night	3/8	PGS & RBS Half Day/Afternoon Conferences
9/10	Rosh Hashanah – no school	3/15	Teacher In-service—no school
9/12	TBS Grade 5 Open House	3/21	TBS Half Day/Afternoon & Evening Conferences
9/13	TBS Grade 6 Open House	3/22	TBS Half Day/Afternoon Conferences
9/19	Yom Kippur – no school	3/28	AMS Half Day/Afternoon & Evening Conferences
9/26	AMS Grade 7 Open House	3/29	AMS Half Day/Afternoon Conferences
9/27	AMS Grade 8 Open House	4/3	AHS Half Day/Afternoon Conferences
10/8	Columbus Day– no school	4/4	AHS Half Day/Afternoon Conferences
11/1	AHS Half Day/Afternoon & Evening Conferences	4/8-12	Spring Recess – no school
11/2	AHS Half Day/Afternoon Conferences	4/19	Good Friday – No School
11/6	Teacher In-service Day/Election Day – no school	5/9	PGS Grade K-3 Open House
11/8	AMS Half Day/Afternoon & Evening Conferences	5/27	Memorial Day – no school
11/9	AMS Half Day/Afternoon Conferences	5/29	TBS Grade 5 Open House & Concert
11/15	PGS & RBS Half Day/Afternoon & Evening Conferences	5/30	TBS Grade 6 Open House & Concert
11/20	PGS & RBS Half Day/Afternoon Conferences	6/6	PGS Grade 4 Open House & Concert
11/21-23	Thanksgiving Recess – no school	6/13	Last Day of School – early dismissal
12/6	TBS Half Day/Afternoon & Evening Conferences		
12/7	TBS Half Day/Afternoon Conferences		
12/24-31	Winter Recess – no school		

Any unexpected school closings will be made up following the scheduled last day of school

FACILITY	ADDRESS	PHONE	HOURS	ADMINISTRATOR
Avon Board of Education	34 Simsbury Road	860-404-4700	8:00-4:00	Dr. Bridget Carnemolla, Superintendent
Avon High School	510 West Avon Road	860-404-4740	7:40-2:15	Michael Renkawitz, Principal
Avon Middle School	375 West Avon Road	860-404-4770	7:40-2:15	David Kimball, Principal
Thompson Brook School	150 Thompson Road	860-404-4870	8:20-2:55	William Duffy, Principal
Pine Grove School	151 Scoville Road	860-404-4790	8:50-3:25	Jess Giannini, Principal
Roaring Brook School	30 Old Wheeler Lane	860-404-4810	8:50-3:25	Noam Sturm, Principal
Avon Public School Pre-K	30 Old Wheeler Lane	860-404-4710	8:00-4:00	Dr. Kim Mearman, Dir. Pupil Services



AVON PUBLIC SCHOOLS 2019-2020 CALENDAR

Adopted 1/22/19

August – 3 Days					September – 19 Days					October – 21 Days					November – 17 Days				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
			1	2	2	3	4	5	6		1	2	3	4					1
5	6	7	8	9	9	10	11	12	13	7	8	9	10	11	4	5	6	7	8
12	13	14	15	16	16	17	18	19	20	14	15	16	17	18	11	12	13	14	15
19	20	21	22	23	23	24	25	26	27	21	22	23	24	25	18	19	20	21	22
26	27	28	29	30	30					28	29	30	31		25	26	27	28	29
December – 15 Days					January – 20 Days					February – 18 Days					March – 21 Days				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3	3	4	5	6	7	2	3	4	5	6
9	10	11	12	13	6	7	8	9	10	10	11	12	13	14	9	10	11	12	13
16	17	18	19	20	13	14	15	16	17	17	18	19	20	21	16	17	18	19	20
23	24	25	26	27	20	21	22	23	24	24	25	26	27	28	23	24	25	26	27
30	31				27	28	29	30	31						30	31			
April – 16 Days					May – 20 Days					June – 10 Days					180 Instructional Days 185 Staff Days KEY				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F					
		1	2	3					1	1	2	3	4	5	12	13	14	15	16
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	17	18	19	20	21
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	22	23	24	25	26
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	27	28	29	30	31
27	28	29	30		25	26	27	28	29	29	30				32	33	34	35	36

Any unexpected school closings will be made up following the scheduled last day of school

8/19-23	New Staff Orientation – no school	1/1	New Year's Day – no school
8/26 & 27	Convocation/Teacher In-service/Teacher Workday - no school	1/17	Professional Development – no school
8/28	First Day of School	1/20	Martin Luther King Day – no school
9/2	Labor Day – no school	1/24	Close of the 2nd quarter at AHS & AMS
9/30	Rosh Hashanah – no school	2/17-18	Presidents' Day Recess – no school
10/9	Yom Kippur – no school	3/20	Professional Development – no school
10/14	Columbus Day – no school	4/10	Good Friday – no school
11/5	Professional Development/Election Day – no school	4/13-17	Spring Recess – no school
11/27-29	Thanksgiving Recess – no school	5/25	Memorial Day – no school
12/23-31	Winter Recess – no school	6/12	Last Day of School, Graduation

FACILITY	ADDRESS	PHONE	HOURS	ADMINISTRATOR
Avon Board of Education	34 Simsbury Road	860-404-4700	7:30-4:00	Dr. Bridget Carnemolla, Superintendent
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Avon Public School Pre-K	30 Old Wheeler Lane	860-404-4710	9:00-3:00	Dr. Kim Mearman, Dir. Pupil Services

Check the APS website for possible updated information - www.avon.k12.ct.us

**AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND
TRACK IMPROVEMENTS**

**DOL PREVAILING WAGE RATES
IFB 18/19-7**

Project: Avon High School Synthetic Turf Field And Track Improvements

**Minimum Rates and Classifications
for Heavy/Highway Construction**

ID#: H 25621

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 18/19-7

Project Town: Avon

FAP Number:

State Number:

Project: Avon High School Synthetic Turf Field And Track Improvements

CLASSIFICATION

Hourly Rate

Benefits

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**

1) Boilermaker

33.79

34% + 8.96

1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

33.48

31.66

2) Carpenters, Piledrivermen

32.60

25.34

As of:

Monday, January 28, 2019

Project: Avon High School Synthetic Turf Field And Track Improvements

2a) Diver Tenders	32.60	25.34
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3) Divers	41.06	25.34
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03a) Millwrights	33.14	25.74
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
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4a) Painters: Brush and Roller	33.62	21.05
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4b) Painters: Spray Only	36.62	21.05
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4c) Painters: Steel Only	35.62	21.05
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4d) Painters: Blast and Spray	36.62	21.05
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4e) Painters: Tanks, Tower and Swing	35.62	21.05
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	25.97+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	42.62	31.21
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----LABORERS---- -

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
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Project: Avon High School Synthetic Turf Field And Track Improvements

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
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10) Group 3: Pipelayers	30.55	20.10
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
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12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
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13) Group 6: Blasters	31.80	20.10
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
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Group 8: Traffic control signalmen	16.00	20.10
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Project: Avon High School Synthetic Turf Field And Track Improvements

Group 9: Hydraulic Drills	29.30	18.90
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----		
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14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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As of:

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Project: Avon High School Synthetic Turf Field And Track Improvements

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
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18) Miners	32.22	20.10 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	20.10 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
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Project: Avon High School Synthetic Turf Field And Track Improvements

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 36.41 20.10 + a

21) Mucking Machine Operator 39.11 20.10 + a

----TRUCK DRIVERS----(*see note below)

Two axle trucks 29.13 23.33 + a

Three axle trucks; two axle ready mix 29.23 23.33 + a

Three axle ready mix 29.28 23.33 + a

Four axle trucks, heavy duty trailer (up to 40 tons) 29.33 23.33 + a

Project: Avon High School Synthetic Turf Field And Track Improvements

Four axle ready-mix	29.38	23.33 + a
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Heavy duty trailer (40 tons and over)	29.58	23.33 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a
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Project: Avon High School Synthetic Turf Field And Track Improvements

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	36.86	24.30 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.30 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	36.03	24.30 + a
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Project: Avon High School Synthetic Turf Field And Track Improvements

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 33.99 24.30 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 33.99 24.30 + a

Group 12: Wellpoint Operator. 33.93 24.30 + a

Group 13: Compressor Battery Operator. 33.35 24.30 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 32.21 24.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.30 + a

Group 16: Maintenance Engineer/Oiler 31.15 24.30 + a

Project: Avon High School Synthetic Turf Field And Track Improvements

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.30 + a
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**NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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Project: Avon High School Synthetic Turf Field And Track Improvements

23) Driver Groundmen 26.50 6.5% + 9.00

23a) Truck Driver 40.96 6.5% + 17.76

---LINE CONSTRUCTION---

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

Project: Avon High School Synthetic Turf Field And Track Improvements

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

As of:

Monday, January 28, 2019

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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of:

Monday, January 28, 2019

Project: Avon High School Synthetic Turf Field And Track Improvements

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Monday, January 28, 2019

**AVON HIGH SCHOOL SYNTHETIC TURF FIELD AND
TRACK IMPROVEMENTS CONTRACT**

This _____ Contract (the "Contract") is entered into the _____ day of _____, 20__ ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut, (the "Town") and _____ *[name of entity]*, a _____ *[type of entity]*, whose principal office is located at _____, _____, _____ (the "Contractor").

WHEREAS, the Town has issued An Invitation for Bids (the "IFB") for _____ "Work"); and

WHEREAS, Contractor submitted a Bid to the Town, dated _____, 20__ (the "Bid"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Technical Specifications
 - (iii) Addenda or modifications to the IFB issued prior to opening of IFB or agreed to by the parties after opening but prior to Contract execution; and
 - (iv) The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the IFB**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work; Liquidated Damages. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract. The absolute deadline for Substantial Completion of the Work, including any Alternate Bid Items selected by the Town at the time of Contract Execution, shall be **August 23, 2019, time is of the essence.** The absolute deadline for Final Completion shall be **September 20, 2019, time is of the essence.** Failure of the Contractor to complete all of the required work by these absolute deadlines shall be considered a material breach of the contract and will result in the Town of Avon deducting from any payments that are due to the Contractor, or may become due to the Contractor, or if no payments are due to the Contractor, the Town shall have the right to recover, the amount of two thousand dollars (\$2,000.00) per day for each and every calendar day elapsing between the date stipulated for Substantial Completion and the actual date of Substantial Completion and/or the date stipulated for Final Completion and the actual date of Final Completion. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the IFB and the Bid Form contained in the IFB.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF AVON

[Witness]

By _____
Brandon Robertson
Town Manager

[COMPANY NAME]

[Witness]

By _____
Its _____