



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Engineering Department

DATE: March 22, 2019

RE: BID NO. 19-01
TOWN OF SIMSBURY
SITE IMPROVEMENTS
ONE OLD BRIDGE
SIMSBURY, CONNECTICUT 06092

MMI #1613-15-10

This **Addendum No. 2** includes clarification, revisions and additions to the documents. Modifications are hereby made to the Project Documents dated March 1, 2019, for the above-referenced project.

REVISIONS

1. Bid Due Date: THE REVISED BID OPENING DATE IS APRIL 3, 2019, at 2:00pm EST. All bids will be publicly opened at this time. Bids received after the time set for opening may be rejected. Replace both the INSTRUCTION TO BIDDERS and the INVITATION TO BID sections with the corresponding documents attached herein.
2. On page 6 of the BID PROPOSAL, under the section titled "UNIT PRICE BID ITEMS," for No. 3, remove reference to "Unit Price of/Written Figures" in its entirety.
3. Remove all references to Section 3: "Wage and Payroll Requirements" in its entirety.
4. Remove the current Table of Contents in its entirety and replace with the Table of Contents document attached herein.
5. Remove fly sheets for Section 4 "CONTRACT FORMS," Section 5 "GENERAL CONDITIONS," and Section 6 "SPECIAL PROVISIONS" in their entirety and replace with fly sheets Section 3 "CONTRACT FORMS," Section 4 "GENERAL CONDITIONS," and Section 5 "SPECIAL PROVISIONS", which are attached herein.

QUESTIONS

1. Will the Contactor or Town perform the pre-demolition rodent inspection?
 - a. Contractor is responsible for the pre-demolition rodent inspection.
2. Will the Contractor or Town be responsible for utility disconnects?

- a. The Town will begin the disconnect process with Eversource and Aquarion.
3. Are the contents of the house and garage included in demolition and removal?
 - a. Yes. Contractor is responsible for all contents of the house and garage.
4. Is the project subject to prevailing wage rates?
 - a. No. This section has been removed per this addendum.

ADDITIONS

1. State's Grant Conditions

THIS ENDS ADDENDUM NO. 2.

SITE IMPROVEMENTS – ONE OLD BRIDGE ROAD

INSTRUCTIONS TO BIDDERS (Addendum No. 2)

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1. INTRODUCTION

The Town of Simsbury (the "Town") is soliciting bids for Site Improvements – One Old Bridge Road. This Invitation is not a contract offer.

The scope of this project is described more particularly in the Invitation for Bid that is a part of this bid package.

The location, general characteristics and principal details of the work are indicated on drawings which are listed as follows:

<u>SHEET NUMBER</u>		<u>TITLE</u>
00		Title Sheet
01	EX	Existing Conditions and Removals
02	SP	Site Plan – Materials and Grading
03	LA	Site Plan – Layout
04	LS	Site Plan- Landscaping
05	SE-1	Sediment and Erosion Control Plan
06	SE-2	Sediment & Erosion Control Details
07	SD-1	Site Details
08	SD-2	Site Details
09	SD-3	Site Details
10	CS-1	Cross Section- River Bank Stabilization
11	1 of 1	Site Survey
12	E-01	Electrical Site Plan
13	E-02	Electrical Details and Schedules

The above drawings are the contract drawings, referred to herein as the "Drawings."

The specifications for the work are the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, dated 2016, as amended to date. All bid items are based on the work described in the Standard Specifications as amended by the Special Provisions.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package.

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

2. KEY DATES

Invitation to Bid issued:	March 7, 2019
Pre-Bid Conference:	March 14, 2019 @ 10 am on site
Bid Opening:	April 3, 2019 @ 2 pm
Notice of Conditional Award:	April 10, 2019
Contract Execution:	April 24, 2019

Commencement of Work: June 3, 2019
Substantial Completion: October 1, 2019
Final Completion: November 1, 2019

3. PROJECT COMPLETION

The contractor is advised that time is of the essence for this project. The Contractor shall provide a detailed work schedule for approval by the Town prior to execution of the Contract. The work schedule shall be updated weekly for the duration of the construction.

a. Project Completion

Work under this contract shall be substantially completed as follows:

All elements of the project shall be substantially completed by October 1, 2019, in order for the Town and public to use the facilities. The Contractor shall be subject to liquidated damages described in Section 8 in the event that work is not substantially complete by this date.

4. CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

5. OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the "Invitation" – may be obtained from ARC Document Solutions Connecticut, 17 Talcott Notch Road, Farmington, Connecticut 06032, Phone: (860) 677-8817.

6. BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original bid must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening

date. The bidder should also complete the following forms and submit as part of the bid submission:

- Disclosures
- Legal Status
- Bid Security
- Non-Collusion Affidavit
- Bidder Qualifications

The Town will reject, and not 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 and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. 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 time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of ninety (90) calendar days after the bid opening or the Bidder shall forfeit its Bid Security.

An authorized person representing the legal entity of the bidder must sign the bid.

7. LUMP SUM PRICES

Lump sum prices for each of the items in the bid shall include its prorated share of overhead, profit, and all costs associated with that item. The lump sum price represents the **entire compensation** that the Town shall pay for **all** of the work associated with the item.

8. LIQUIDATED DAMAGES

If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the terms of this Agreement then the Contractor does hereby agree, as part consideration for awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after

the time stipulated in the Contract for completing the Work the sub of Five Hundred Dollars (\$500) per calendar day.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages of the Owner would in such event sustain, the said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to acts of God and other similar circumstances beyond his control.

9. QUESTIONS

Questions concerning the bid are to be in writing preferably by email and directed **only to**:

Name: Jerome F. Shea, PE
Town Engineer
933 Hopmeadow Street
Simsbury, CT 06070
E-mail: jshea@simsbury.ct.gov

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than five (5) business days before the date of the bid opening. The bidder must direct that inquiry to: Jerome Shea, email address: jshea@simsbury.ct.gov. No oral statement of the Town shall be effective to modify any of the provisions of this Invitation.

However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation. A bidder shall request an interpretation in writing to Jerome Shea, email address: jshea@simsbury.ct.gov. The Town will not consider any such request made more than five (5) business days before the bid opening date.

10. ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum at ARC Document Solutions | CT, 17 Notch Road, Farmington, CT 06032, office 860.677.8817. fax 860.677.6504. Addenda can be viewed from an online plan room from the following website: <http://www.e-arc.com/location/farmington/> at Planrooms/Order from Plan

Well. Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

11. COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

12. OWNERSHIP OF BIDS

All bids submitted become property of the Town.

13. 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. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

14. REQUIRED DISCLOSURES

In its bid each bidder must:

- State its inability to meet any specified requirement of the Invitation;
- Make a complete disclosure of all resolved and pending mediation, arbitration and litigation matters in which the bidder or its principals (regardless of their place of employment) have been involved for the most recent five (5) years;
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) conviction, guilty plea, nolo contendere plea, finding of civil liability or criminal responsibility in any civil action or for any criminal offense, except motor vehicle infractions; and
- Make a complete disclosure of each instance of its or its principals' (regardless of their place of employment) finding of a violation of any state or local ethics standards or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

A bidder's acceptability based on these disclosures and any investigation the Town deems necessary to determine a bidder's ability to perform the work described in this Invitation shall lie solely with the Town.

15. BIDDERS QUALIFICATIONS

In order to be considered for the project, the successful bidder shall demonstrate that they or their Subcontractor meets the following requirements:

- Completed a minimum of five similar installations of comparable size or greater to the project in the previous five calendar years.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

16. CONFLICT OF INTEREST

The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

17. DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred Contractor list of the United States and/or the State of Connecticut.

18. LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

19. BID SECURITY

Each bid must be accompanied by bid security in the amount equal to at least **TEN PERCENT (10%)** of the bid amount for the first year. The bid security shall be in the form either of the bidder's certified check or of a bid bond. The bid bond shall be prepared in the form of the Bid Bond made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. equal to at least **TEN PERCENT (10%)** of the bid amount.

In lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of bid security shall be grounds for the Town to reject the bid.

The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing, shall forfeit to the Town the bid security.

If the successful bidder has previously failed to execute and deliver a contract on a prior bid awarded by the Town, such bidder shall have TEN (10) business days to post a cash bond in an amount deemed by the Town to adequately cover the difference between the successful bid and the next lowest, complete and responsive bid. Such cash bond shall be forfeited in its entirety in the event the successful bidder fails to execute and deliver the Contract, certificates of insurance, bonds or other documents required by this Invitation within **TEN (10) business days** of written notification of award, unless the Town otherwise agrees in writing.

The Town shall consider a bidder's failure to provide the required bid security as an incomplete and unresponsive bid.

Upon the successful bidder's execution of the Contract in the form enclosed with this Invitation and the provision of all other required documents, the Town shall release the bid security to all other bidders.

20. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the location of and the routes to be used during the work described in this Invitation and thoroughly familiarize itself with all actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

21. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

22. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work and during the completed operations period that is the subject of this Invitation the insurance coverages set forth in the Agreement.

23. AWARD CRITERIA, SELECTION, CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

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

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. 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 will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, www.townofSimsburyct.org, under "Request for Proposals."

The Bid Awarded and Contract Execution dates in Section 2 are anticipated, not certain, dates.

24. COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

25. ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and 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 a public bid. 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 or its work.

26. W-9 FORM

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

27. PAYMENTS

Payments will be made within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

28. TOWN INSPECTION OF WORK

The Town 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.

29. REJECTED WORK OR MATERIALS

The successful bidder, at its sole cost and expense, shall remove from the Town's premises 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.

30. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) 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.

31. REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

32. SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any Subcontractors.

33. COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

34. LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

35. SECURITY, PERFORMANCE, AND PAYMENT

At the time of Contract execution, the successful bidder shall file with the Town security in an amount not less than one hundred percent (100%) of the total bid for, which security shall be for

both the satisfactory performance of the work and for all labor and materials. Such security shall be in the form of either surety bond(s) or the successful bidder's certified check.

The surety bond(s) shall be prepared in the form of the Performance Bond, and the Labor and Material Payment Bond, made a part of this Invitation, duly executed by the bidder and the surety and shall be subject to the review and approval of the Town's legal counsel. The bidder's surety shall be licensed by the State of Connecticut and listed by the US Department of the Treasury in Circular No. 570. The Town may accept a certified check in lieu of a surety bond, subject to review and approval of the Town's legal counsel. The bidder's bank shall be licensed and insured by the State of Connecticut and the Federal Deposit Insurance Corporation. The failure of the Town's legal counsel to approve the form of such security shall be grounds for the Town to reject the bid.

The successful bidder shall provide the Town with such security prior to the start of each Contract year in an amount the Town estimates for the work anticipated for that Contract year. Failure to provide such security shall be grounds to terminate the Contract.

36. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

37. LOCAL VENDOR BENEFIT

If any Simsbury based vendor responds to a bid notice and comes with 5% of the lowest bidder, all qualification being equal, the local based vendor will be allowed the opportunity to adjust their bid to match that of the lowest bidder.

- 38.** The project is funded in part by a State of Connecticut grant award in accordance with the Flood Mitigation Assistance Program. The selected contractor should comply with all grant conditions as required by the sub-grantee (i.e. Town of Simsbury) under the grant. Attached are the conditions of the grant.

END OF INSTRUCTIONS TO BIDDERS

1613-15-10-f1319-spec 0201 instruction to bidders.doc

**INVITATION TO BID
TOWN OF SIMSBURY
(EQUAL OPPORTUNITY EMPLOYER)
Addendum No. 2**

Project: Site Improvements – One Old Bridge Road, Simsbury, Connecticut

Sealed bids endorsed "Site Improvements – One Old Bridge Road, Simsbury, Connecticut" will be received at the office of the Finance Department, 933 Hopmeadow St., Simsbury, Connecticut until Wednesday, April 3, 2019, at 2:00 p.m. (EST) at which time they will be opened in public by the Director of Finance. Bids received after the time set for the opening may be rejected.

Included in this work is the demolition of an existing house, abatement of hazardous materials, related existing site improvements and construction of various site improvements to an existing public space.

A Pre-Bid Site Visit will be held at the site at One Old Bridge Road, Simsbury, CT 06070 on Thursday, March 14, 2019, at 10:00 a.m. local time.

Documents can be obtained from ARC Document Solutions | CT, 17 Talcott Notch Road, Farmington, CT 06032, office 860.677.8817. fax 860.677.6504. Bid documents can be viewed from an online plan room prior to placing an order from the following website: <http://www.e-arc.com/location/farmington/> at Planrooms/Order from Plan Well. Documents will be available beginning on March 1, 2019. Bidders must call ARC Document Solutions | CT to order a hard copy of the documents prior to pick up or to request delivery.

The right is reserved to reject any or all bids or to waive defects in same if it be deemed in the best interest of the Town of Simsbury.

The Town of Simsbury is an Affirmative Action - Equal Opportunity Employer.

Amy Meriwether
Director of Finance/Treasurer
Town of Simsbury

Addendum No. 2 – BID PROPOSAL

To: Office of the Finance Director
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Proposal of:

Contractor Name: _____

Street Address: _____

City, State, Zip Code _____

The undersigned further declares that he has carefully examined the site of the work, the information for bidders, specifications, drawings and form of contract and will contract to provide all necessary tools, apparatus and implements, freight, cartage and expense, and to do all work and furnish all the materials necessary to construct the proposed work named on the title page in the manner and upon the conditions specified, and upon the terms which follow herein.

But it is understood and agreed that the prices bid for unit quantities of work in the following items shall control in any contract awarded hereon; that the quantities used are approximate only, being estimated solely for use in comparing bids; and that the following products obtained by multiplying the unit prices bid by the estimated quantities, and the total of those prices are inserted only for the purpose of checking this proposal and for the convenience of the bidder. In the case of error or discrepancies, unit prices govern and written words take precedence over figures.

No bids may be withdrawn for a period of 90 days after the opening of bids without the approval and written consent of the Finance Director. If no award has been made within 90 days after the opening of bids, the bid may be withdrawn upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bond.

And the undersigned agrees to furnish satisfactory performance and payment bonds with surety, and to execute and deliver, within five days after the notice of the award, a formal contract with the Town of Simsbury for the fulfillment of this proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the Town may determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and at the Town's option the amount of the bond or check accompanying the proposal shall be forfeited to the Town of Simsbury, or shall be returned to the bidder in whole or in part.

The undersigned further declares that the bidder is:

- a. A CORPORATION organized under the laws of the State of having its principal office at

The principal officers of said corporation with their respective titles and address are as follows:

- b. A LLC organized under the laws of the State of having its principal office at

The principal officers of said corporation with their respective titles and address are as follows:

- c. A PARTNERSHIP consisting of the following individuals (with their addresses).

- d. An INDIVIDUAL, by the name of _____ and doing business as

The bidder is required to state below what work of a similar character to that included in the proposed contract he has done and give reference that will enable the Town to judge his experience, skill and business standing.

The bidder is required to give a brief description of the plan and general methods proposed for carrying on the work indicating there in whether the plan and equipment are owned or to be hired by the bidder.

BID PRICES

INSTRUCTIONS: Bidder is to write his bid price in words in the blank spaces provided at the end of the description.

The Bidder is advised that the description is only a summary. The lump sum bid shall include all of the items as specified in detail in the contract document.

In case of discrepancies between amounts shown in words and amount shown in figures, BIDDER agrees that amounts shown in words will govern.

BID SCHEDULE

BIDDER'S NAME:

PROPOSAL NUMBER:

19-01

LUMP SUM BASE BID PRICES

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

A. ABATEMENT AND DEMOLITION OF EXISTING STRUCTURE

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

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

B. REMOVAL OF RETAINING WALL AND SLOPE RESTORATION

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

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

C. SITE IMPROVEMENTS

Pursuant to and in full compliance with the solicitation, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the solicitation, including any addenda, hereby offers and agrees as follows:

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

ALTERNATE BID ITEMS:

No. 1 1 ½" Mill and Overlay Existing Bituminous Concrete Cul-de-sac

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

No. 2 Porto-let Concrete Pad and Privacy Fence

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

No. 3 Drake Hill Road Planting

Lump Sum Price of:

Written Figures and No/100 Cents

Dollars

UNIT PRICE BID ITEMS:

Unit Price items are for possible additional items that may be added to the project and are not currently shown as part of the contract documents:

No. 1 Site Furnishings

Barco Products 'The City Line Series" Round Picnic Table, Model No. 07SA2846 – 46" Round Table

Unit Price of: _____ (each)

Written Figures

No. 2 Model No. 07SA2847 – 46" Round ADA Table

Unit Price of: _____ (each)

Written Figures

No. 3 Large Trees: Furnish, Install, mulching and Staking of...

AB – Canaan Balsam Fir (As specified on Sheet LS)	Unit Price of: _____ (each)
BN – River birch Multi-Trunk (As specified on Sheet LS)	Unit Price of: _____ (each)
CK – Kousa Dogwood (As specified on Sheet LS)	Unit Price of: _____ (each)
JV – Eastern Red Cedar (As specified on Sheet LS)	Unit Price of: _____ (each)
PP – Colorado Spruce (As specified on Sheet LS)	Unit Price of: _____ (each)
AB – Canaan Balsam Fir (As specified on Sheet LS)	Unit Price of: _____ (each)

The following addenda for this contract were received:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

Dated at _____, _____
(Town) (State)

This _____ day of _____, 2018

Signed _____
(Bidder)

By: _____

Business Address:

NOTE:

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- Bid Security
- Non-Collusion Affidavit
- Legal Status Form
- Statement of Bidder's Qualifications
- Simsbury Hold Harmless and Indemnification Agreement

1613-15-10-f1319-spec 0202 Bid Proposal

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1613-15-10-f1319-spec 0100 General

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GENERAL GRANT CONDITIONS

SECTION 1: Grant Funds.

Grant funds shall be obligated on a reimbursement basis only and upon submission by the sub-grantee of a request for reimbursement for which all work and costs have been clearly identified and all supporting back up documentation has been attached. Any work that was done prior to grant award, with the exception of eligible pre-award costs identified within the sub-grantee's Federally approved project application, will not be eligible for reimbursement. The sub-grantee agrees to expend grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of this HMA Grant.

SECTION 2: Fiscal Control.

The sub-grantee shall establish and maintain audit quality accounting records, policies and procedures to assure sound fiscal control, effective management and proper disbursement of grant funds. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Quarterly Reports.

The sub-grantee must submit quarterly progress reports to DESPP/DEMHS, even if no progress has been made on this project, so they can be reviewed and provided to FEMA. Reimbursement may be withheld by DESPP/DEMHS until complete and timely quarterly reports are received and approved. All permits obtained must be forwarded to DESPP/DEMHS for Federal review.

SECTION 4: Changes in Scope of Work.

If it becomes necessary for the sub-grantee to deviate from the scope of work as identified in the approved sub-grant award, the sub-grantee must notify DESPP/DEMHS as soon as this is known but in any event, prior to commencement of new scope of work. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing. Failure to do so could jeopardize Federal funding. 44 CFR 13.30(c)(2)

SECTION 5: Deadlines and Extensions.

FEMA regulations require sub-grantees to complete project work by date as identified on the Sub- Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding. Please note that a request for an extension does not guarantee approval.

SECTION 6: Disallowed Costs.

If it is determined at any time during the course of this project that funds have been provided for work that falls outside of the approved scope of work, project costs may be disallowed. In this event, if these funds have already been provided, the sub-grantee agrees to return the disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days after determination has been made.

SECTION 7: Funding Limitation.

Award of this project in no way obligates DESPP/DEMHS to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Retention of Records and Records Accessibility.

- 6.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 6.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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- 6.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 6.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the sub-grantee or its subcontractors or sub-grantees pertaining to work performed under this agreement. The State will give sub-grantee or such sub-subcontractor or sub-grantee at least twenty-four hours' notice of such intended examination. At the State's request, the sub-grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the sub-grantee. The sub-grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the sub-grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the sub-grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee received State Financial Assistance from DESPP/DEMHS for this grant and it is the only State Financial Assistance that the sub-grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the sub-grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and nonprofit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee receives Financial Assistance under only one Federal program. For audit purposes, State or sub-grantee match funds as identified on the Notice of Sub-Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the sub-grantee shall participate in the selection, award or administration of a contract, subcontract, sub-grant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of

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the above has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employed is related to any of the foregoing persons.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The sub-grantee agrees and warrants that in the performance of the grant such grantee 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee 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.
- 11.2. The sub-grantee agrees to 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, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The sub-grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The sub-grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The sub-grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The sub-grantee 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 grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the sub-grantee agrees and warrants that the sub-grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the sub-grantee's good faith efforts shall include but shall not be limited to the following factors: The sub-grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, 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 public works projects. The sub-grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "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 who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional

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or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- 11.10. The sub-grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State 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 sub-grantee 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 Connecticut General Statute section 46a-56; provided, if such sub-grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the sub-grantee 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.

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those sub-grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The sub-grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the sub-grantee to satisfy this standard either now or during the period of the sub-grant as it may be

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amended will render the grant voidable at the option of the State upon notice to the sub-grantee. The sub-grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the sub-grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The sub-grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DEMHS/DESPP of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the sub-grantee receives any federal funds in this sub-grant as identified on the Notice of Grant Award, the sub-grantee and all its sub-grantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this sub-grant.

SECTION 16: Non-Supplanting.

- 16.1. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees that these sub-grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and Federal funds.
- 16.2. The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

SECTION 17: Additional Federal Conditions.

If the sub-grantee receives any Federal funds in this sub-grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the Federal grantor agency to DEMHS/DESPP and which are hereby made a part of this sub-grant award.

SECTION 18: Indemnification.

The sub-grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the sub-grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the sub-grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Sub-Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The sub-grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the sub-grantee. The State shall give to the sub-grantee reasonable notice of any such Claim. The sub-grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Insurance.

The sub-grantee agrees that while performing any service specified in this sub-grant, the sub-grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so

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as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DESPP/DEMHS prior to the performance of services.

SECTION 20: Special Grant Conditions.

The sub-grantee agrees to comply with the attached Special Sub-Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

SPECIAL SUB-GRANT CONDITIONS

1. The sub-grantee, including all other recipients of assistance under the sub-grant, whether by contract, subcontract, or sub-grant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The sub-grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means
2. It will be the sole responsibility of the sub-grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this sub-grant application and sub-grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any Federal and state law, court rules, or rules of professional conduct applicable to the work performed by the sub-grantee.
3. The sub-grantee shall comply with the following statutes and regulations:
 - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
4. The sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The sub-grantee also specifically assures and certifies that:
 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 2. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 3. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
 4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

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5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
7. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
8. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
9. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
10. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
11. It will comply (and we require any sub-grantee's or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
12. If a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Environmental Review Project Conditions

6.
 1. If ground disturbing activities occur during implementation, the sub-applicant (sub-grantee) will comply with Connecticut General Statutes 10-389 and monitor excavation activity and if any artifacts or human remains are found during the excavation process all work is to cease. (a) Notwithstanding the provisions of sections 7-67 and 7-69, The applicant will notify the State Archaeologist, DEMHS, FEMA and the State Historical Preservation Officer.
 2. The sub-applicant (sub-grantee) must follow all applicable local, state, and federal laws, regulation and requirements

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DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead asbestos, or other routinely encountered material the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA. sub-applicant (sub-grantee) must also contact the relevant agency with authority for regulation of the material.

3. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

7.

Other Project Conditions

1. All permits must be obtained and forwarded to the DESPP/DEMHS before any work begins.
2. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.
3. Sub-grantees must comply with all HMA requirements, grant management procedures in 44 CFR Part 13, the sub-grant agreement, and applicable Federal, state, and local laws and regulations