



## City of Norwich

Department of Finance – Purchasing Agent  
100 Broadway, Room No. 105  
Norwich, CT 06360

Phone: (860)823-3706  
Fax: (860)823-3812  
E-mail: [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

### INVITATION FOR BIDS

**Bid No.:** 7608 (Rebid)

**Due Date and Time:** June 14, 2019 at 2:00 P.M.

**Title:** Truck Scale Replacement Project

**Special Instructions:**

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7608 (Rebid)

Not to be opened until June 14, 2019 at 2:00 P.M.

**Return Bids to:**

William R. Hathaway, Purchasing Agent  
City of Norwich  
100 Broadway, Room 105  
Norwich, CT 06360-4431



**RETURN THIS FORM IMMEDIATELY**

**City of Norwich, CT  
Acknowledgement of Receipt of Bid Documents**

**Bid No.:** 7608 (rebid)  
**Title:** Truck Scale Replacement Project

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 05/22/2019  
Date Documents Received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Do you plan to submit a response? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**

**Fax No.:** (860)823-3812

**E-mail:** [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org)

**Fax or e-mail this sheet only. A cover sheet is not required.**

**DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP**

**CITY OF NORWICH**  
**Invitation for Bids**

**Bid No. 7608 (Rebid)**  
**Truck Scale Replacement Project**

Sealed bids for the **Truck Scale Replacement Project** will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until **2:00 P.M. prevailing time on June 14, 2019** . All bids will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

City of Norwich	<a href="http://www.norwichct.org/bids.aspx">http://www.norwichct.org/bids.aspx</a>
State of Connecticut	<a href="http://das.ct.gov/SCP_Search/Default.aspx">http://das.ct.gov/SCP_Search/Default.aspx</a>

Addenda, if any, will be posted on the websites listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

There is no pre-bid meeting for this project. Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. To schedule a site visit please contact Patrick McLaughlin, Director of Public Works, at (860)823-3798, Monday through Friday, 7:30 AM to 3:30 PM.

Requests for information (RFIs) must be submitted in writing no later than **12:00 P.M. on June 7, 2019** . RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org) or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Bid surety in the form of a bid bond, certified or bank check in the amount equal to five per cent (5%) of the total bid amount is required at the time of bid.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer. Minority/Women's Business Enterprises are encouraged to apply.

William R. Hathaway  
Purchasing Agent

**CITY OF NORWICH  
DEPARTMENT OF PUBLIC WORKS**

**TRUCK SCALE REPLACEMENT  
PROJECT - 2019**

**BID # 7608**

**MAY 2019**



**PREPARED BY: CITY OF NORWICH  
DEPARTMENT OF PUBLIC WORKS**

## **INVITATION TO BID**

The City of Norwich (City) on behalf of its Public Works Department, is seeking competitive bids from qualified contractors to perform work related to the replacement of the ten (10) foot by sixty (60) foot concrete deck scale at the City Transfer Station at 73 Rogers Road, Norwich, Connecticut. The replacement scale shall be an Active Scale AMD Modu-Deck 6 Series 110,000lb CLC Heavy Duty Steel Deck Truck Scale or Approved Equal, as detailed in the attached specifications.

The City will also consider a concrete deck scale in lieu of the steel deck. The contractor must demonstrate that any concrete deck submission is comparable to, and meets or exceeds the specifications for, the steel deck scale. The Contractor must note the Scale type, make and model on the Bid Form.

Bid forms may be obtained online from the following websites:

City of Norwich  
State of Connecticut

<http://www.norwichct.org/bids.aspx>  
[http://das.ct.gov/SCP\\_Search/Default.aspx](http://das.ct.gov/SCP_Search/Default.aspx)

## **INSTRUCTION TO BIDDERS**

Work shall consist of, but not be limited to the supply and installation of an Active Scale AMD Modu-Deck 6 Series 110,000lb CLC Heavy Duty Steel Deck Truck Scale, or approved equal.

Demolish, remove and properly dispose of existing truck scales.

In the event a replacement temporary scale is necessary, a bid alternate is included in the specifications. This will require the contractor to provide a temporary scale during the replacement scale installation process. The temporary weigh scale shall be positioned to allow for normal truck traffic flow. This temporary scale must also have the ability to be connected to the existing scale indicator and computer system and certified (for accuracy).

## **SCHEDULE**

Site access for construction will be available approximately May 6, 2019. All work must be performed in a timely manner and completed prior to May 24, 2019. It is anticipated that the scale replacement can be achieved in a 5 day schedule, thereby eliminating the need for a temporary scale.

## **REQUESTS FOR INFORMATION (RFI) / ADDENDA**

Requests for information (RFIs) must be submitted in writing no later than 12:00 P.M. on June 7, 2019. RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to [whathaway@cityofnorwich.org](mailto:whathaway@cityofnorwich.org) or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Response will be in the form of an addendum that will be posted on the City's and state's websites and emailed to all contractors in attendance at the mandatory pre-bid meeting.

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or City of Norwich employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed or faxed out.

### **BID BOND / BID SECURITY**

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process. No exceptions.

### **BID AWARD**

The bid award shall be on the basis of the total bid cost received from the lowest qualified responsible and responsive bidder, unless otherwise specified. The total bid cost for the vehicle weighing scale shall be furnished and installed as per the bid specifications herein.

Bids will be carefully evaluated as to conformance with the stated specifications.

Prices quoted must be firm for acceptance by the City of Norwich for a period of ninety (90) days, upon public opening of all bids. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

Lump sum proposal shall include all labor, materials, general conditions, profit and overhead.

### **GUARANTEE**

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by Director of Solid Waste and Recycling and or his designee and paid for by the Contractor.

### **MAINTENANCE AGREEMENT**

The winning scale contractor shall provide a line itemed option of a yearly maintenance agreement (with two inspections per year) for five years including calibration with heavy capacity test unit, paper work for legal for trade operation in the State of Connecticut , cleaning, greasing, and adjustments as needed.

The initial calibration with the heavy capacity test unit shall be part of the initial installation.

## **OBLIGATION OF CONTRACTOR**

Each Bidder is held responsible for the examination and/or to have acquainted themselves with any and all conditions at the job site which would affect their work, before submitting a bid. Failure to do so shall not relieve the Bidder of the responsibility of completing the bid work, without extra cost, to the City of Norwich.

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings (where provided) herein, at the prices herein agreed upon.

## **METHOD OF DOING WORK**

The work must be started and done by the Contractor in such a manner as not to encounter delays. It must be pushed to completion with all possible speed and no inconvenience will be permitted to the current operators of the Transfer Station, Willimantic Waste Paper, Inc. (WWP), where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Town, WWP, or general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

## **EXECUTION OF AGREEMENT**

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder, to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business days after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents

and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

### **LIABILITY OF CONTRACTOR**

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

### **ASSIGNMENTS**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

### **EXTRA WORK**

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to



the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

### **RIGHT OF OWNER TO TERMINATE CONTRACT**

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

### **DEFINITIONS**

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the City of Norwich (City) or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

### **DRAWING CONFLICT**

In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

## **TERMS AND CONDITIONS OF BID**

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the Bid Number 7608 on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Department, Norwich City Hall, 100 Broadway, Norwich, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

## **PROTESTS**

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

## **EXCEPTION TO SPECIFICATIONS**

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

## **EXAMINATION OF DOCUMENTS AND SITE OF WORK**

Before submitting a bid, each bidder shall examine the drawings (where provided) carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The

Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

#### **INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING**

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the City of Norwich, Purchasing Department website at [www.norwichct.org](http://www.norwichct.org)

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

#### **PRE-CONSTRUCTION MEETING**

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

#### **CHANGE ORDERS**

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

#### **PROJECT DESCRIPTION**

This bid is for the replacement of the existing truck scale at the City of Norwich Transfer Station at 73 Rogers Road, Norwich, CT. The work includes, but is not limited to: jack hammer, removal, and disposal of the existing concrete deck, removal and disposal of the weighbridge steel, modify the existing foundation to form and pour 8 new piers, install new scale with j-box in scale house, and calibrate the scale.

It is anticipated that the project will be completed in a four 4 day timeframe. However, in the event this is not possible, a bid alternate is included for the rental, set up, installation, calibration and removal of a temporary scale during construction of the permanent scale.

## **REQUIREMENTS**

- A. Prospective bidders are required to visit the site and verify the scope of the work, including measurements and quantities, prior to submitting a bid. Town reserves the right to increase or decrease the amount of work, as deemed in its best interest.
- B. Price is to include all labor, materials, permits, fees, disposal, etc., required to properly complete the project, including, but not limited to, the following:

### **Mobilization and Demobilization:**

- 1. Mobilization shall include obtaining insurance and bonds, moving all materials and equipment onto the site, obtaining and paying for all permits by other agencies if applicable, furnishing temporary construction utilities if applicable, and installing construction signs as required for the proper performance and completion of the work.
- 2. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of any temporary construction utilities and turnover of project to the City.

### **Construction:**

- 1. Demolish and remove all existing concrete platform lane scales.
- 2. Remove and retrofit existing scales to accept new steel deck weighbridge.
- 3. Clean area to accept, install, and set new scale module products.
- 4. Install new continuous side barrier with rubber belting to deflect debris to center of scale, in order to avoid debris build up underneath scale. Side barrier will run along both walls, be fastened to both wall sides (drill & held to walls each side), and will be draped over the edge of both scale sides.

### **Wire & Calibrate:**

- 1. All product communication.
  - 2. All Transfer Station existing equipment included within communication.
  - 3. Installation of all new product smart sectional controllers and pit power supplies. Includes all installation of all new communication cable (stainless steel sheathed).
  - 4. Final communication of all new products with the City's current instruments and existing PC scale software system.
  - 5. Ensure no changes to Transfer Station operation upon completion.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

- D. The successful bidder MUST secure all required permits prior to commencing work on the site. Upon application for a building permit (where specified and as required) the City of Norwich will waive the cost of the permit.

**NOTE: The Town is not able to waive the State of Connecticut Education Fee.**

- E. The awarded contractor will have access to the site as indicated under "SCHEDULE" and agreed upon at award of contract. All work must be completed in a timely manner. Access hours shall be from 7:00AM to 4:00PM, Monday through Friday, except for public holidays.

At the Contractor's option, he/she may access the site on holidays, Saturdays and Sundays, if the Contractor pays the cost (including all overtime) of the Town staff for this time. All work time must be coordinated with the Director of Public Works and/or his designee.

## **GENERAL SPECIFICATION**

The Contractor shall provide a bid submission for a one half inch (1/2") Steel Deck 60' x 10' Platform certified Truck Scale with three manhole frames and covers. The scale furnished under this section shall be: Active Scale Model AMD-MODU-DECK 6 Series Steel Deck 110,000lb CLC Scale or Approved Equal, configured for pit installation. All bidders must provide complete and detailed drawings and specifications on all equipment, with their bid submission. The scale shall be manufactured, provided and installed by a scale company that has a minimum of 10 years' experience with the installation and service of similar truck scale systems as specified. A reference list of at least four (4) similar systems within the New England area shall be provided with submission of the Bid.

The Scale overall shall be 60' long by 10' wide.

The Contractor shall provide a new Digital Indicator, in order to maintain a minimum graduation size of 5 lbs.

The Contractor shall provide certified engineering drawings for the Scale outline.

The Contractor shall modify the existing foundation/piers according to the Certified Drawings.

Materials handling equipment to lift heavy scale structures shall be provided by the Contractor.

Installation, start-up and calibration shall be the Contractor's responsibility.

**Bid Alternate:** In the event it is required, the Contractor shall provide a Temporary Scale to be used during Existing Pit Modifications. This Scale will be a Minimum of 50' x 10' and will be installed at location deemed necessary by the City of Norwich to allow for the normal Truck Traffic flow to continue to be weighed. The Temporary scale will be connected to the Existing Indicator and Computer System, and Certified.

# AMD MODU-DECK™ 6 SERIES STEEL DECK 110,00 lb CLC SCALE SPECIFICATIONS-

## GENERAL DESCRIPTION

The **Active Scale MODU-DECK™ Truck Scale** is a fully electronic, modular, design that provides the following benefits:

1. Modular design provides you with the ability for future extension of the scale's total length. You re-use the existing foundation piers and anchor bolts.
2. Modu-Deck™ standard module sizes ensure that your scale will be ready when your foundation is complete.

## WEIGH-DECK SPECIFICATIONS

**Bridge Type** Modular design, heavy-duty factory welded decks. The weighbridge shall provide easy top access, via manhole openings, to the load cells. The scale shall be built on the existing foundation with minimal modifications.

**Concentrated Load Capacity** Modu-Deck™ series have a standard Concentrated Load Capacity of 110,000 lbs, the highest CLC rating offered as a standard by any truck scale manufacturer. Modules are designed to have a deflection ratio between 1/900 to 1/500, one of the highest standards for design in the industry. The CLC Rating and deflection ratio define how "heavy duty" the scale is.

**Bridge Design** Each module is fabricated with massive 12" wide flange beams, welded onto a ½" plate end beam. The scale structure is composed entirely of wide flange beams located strategically to provide optimum support for the deck plate no matter the wheel traffic pattern. Ten foot wide platforms have nine 12" wide flange main beams and one main beam is added to each additional foot increase in deck width.

Each module is "end capped", providing greater corrosion protection for the structural main beams, extending the life expectancy of the bridge significantly.

No composite or sandwich construction is used. The Modu-Deck™ ultimate steel deck series have an open bottom aerated design, eliminating the type of corrosion typical to composite and sandwich designs, which rust from the inside out despite use of coatings at the factory. The deck plate can be replaced unlike composite or sandwich design.

<b>Construction Materials</b>	All steel used in construction of the Modu-Deck™ 6 Series Scales conform to C.S.A. G40.21 grade 50W.
<b>Deck Surface</b>	<p>Standard deck surface is factory welded checker plate, stitch welded to the upper flange of the supporting structural beams and end plates. Standard deck plates shall be one half inch ½”.</p> <p>Deck plates on each module are placed length wise in two continuous sheets ensuring a longer deck life. The centre seam is continuously welded forming a solid surface protecting the under structure from corrosion due to salt, road grime and chemicals. The sides of the deck have a 3” drip edge to direct overflow of excess water past the main beams.</p>
<b>Load Cell Access</b>	The load cells and mounting assemblies are accessible from the side with easy access to install or exchange the load cell and all mounting components including the load cell stand when necessary. There are no bolt down hardware for the load cells, reducing service time and cost. It takes less than one hour to change a load cell.
<b>Optional Top Access</b>	Optional top access load cell pockets provide 100% top access to the load cells, mounting assembly, bumper bolts, summing boxes; joiner bolts and cable conduits is available. The pocket design allows placement of lifting jacks from above to change load cells and components. When installed in a pit, this feature eliminates the need to enter the pit and comply with confined space entry requirements.
<b>Paint System</b>	All structural steel receives two (2) coats TCS grey primer and (1) coat TCS Enamel on the outer surface. These are specially formulated industrial coating with rust inhibitors for outdoor use on structural steel. Metal surfaces to be painted are mechanically cleaned as per Steel Structure Painting Council specification SSPC-SP3. Colour is safety blue. This paint is low in vapours and hazardous chemicals, a human and environmentally friendly product.
<b>Wiring</b>	PVC plastic conduits for load cell cables are built into the weighbridge at the factory. The conduit system prevents drooping cables and cables lying on the ground where they can be damaged.
<b>Summing Boxes</b>	Polycarbonate summation boxes are impervious to rust corrosion and include a patented Gore Vent system to protect against moisture and condensation entry into the load cell signal summing system.
<b>Approvals</b>	The Modu-Deck™ truck scale is type approved for use in trade in the United States under NTEP CC #94-132.
<b>CWB Certification</b>	Active Scale Manufacturing’s processes, facility and welders are certified by the Canadian Welding Bureau to comply with CSA W47.1/W59. This certification ensures that our products are constructed in accordance with our engineered designs. The Canadian Welding Bureau certification requires a quality assurance program to be in place to document the welding performed on our products.



**Configurations**

Modu-Deck scales are available configured to pitless above ground, in-pit and fully portable applications. For this application, it will be in-pit design.

**SCALE BRIDGE ACCESSORIES (to be included in bid)****Optional Skirting**

*Active Scale* offers a removable environmental skirt extending from the bottom of the weighbridge down to foundation below the side. This skirt prevents snow and other debris from blowing and collecting underneath the side, which could cause weighing errors.

The skirt is a flexible rubber material that does not interfere with the scale operation. The skirt is bolted in place through a removable retaining bar, allowing the skirt to be removed during the summer period if desired.

**LOAD CELL SPECIFICATION****Load Cell (8) Type**

*Active Scale* shear beam design, end-loading cells are designed for the “tried and true” double link suspension system. 8 load cells provided have a rated capacity of 75,000 lb. All load cells have a 150% working overload capability. The load cell is nickel or zinc plated for protection against corrosion. The strain gauge cavity is hermetically sealed with a laser weld stainless steel cover protecting against moisture. The load cell has an IP68 and IP69 rating, submersible at 1 meter for 100 hours without moisture invasion.

The load cells shall be immune to electrical damage, including lightning or electrical surges and shall also be immune to damage from welding currents on or around the weighbridge, at any time during the life of the scale.

The load cells shall be electrically inert, and shall be safe without safety barriers in hazardous environments.

**Summing Network**

The Summing Network shall be located in the scale house or control room. Summing Network shall not be located underneath the weighbridge.

The Summing Network shall be isolated from electrical surges or lightning that may strike the weighbridge.

Sectional adjustments shall be located in scale house totalizer for ease of calibration.

**Load Cell Mounts**

The load cell mount utilizes a centre support stand, double link and pin assembly with the load pin receiver welded into the weighbridge. This mount is modelled after the traditional parallel link suspension, which has been proven reliable in mechanical truck scales for 100 years.

The double link mount can find its own centre under all loading conditions and compensates for thermal expansion and contraction of the weighbridge, eliminating the most common sources of weighing errors, factors which many scale designers do not consider.

The double link suspension absorbs shock and side loading forces caused by braking and accelerating trucks protecting the load cell against damage.

***Load Cell Replacement***

Each load cell has been factory calibrated with matched outputs, ensuring ease of installation and replacement. No bolt down hardware is required. A load cell can be replaced with less than one hour down time.

***Surge Protection***

The optional Level II system provides an external AC protection device for the scale instrumentation and a high-speed surge protection device in each summing box on the scale. A two (2) year unconditional warranty on the load cells will apply.

**SCALE INSTRUMENTATION**

The Modu-deck shear beam load cells are compatible with virtually every digital weigh indicator designed for use with analogue load cells.

**STANDARD WARRANTY**

*Active Scale* produces the finest heavy capacity scales available from any manufacturer and our warranties attest to our confidence in our equipment as follows:

- 1) Load cells for two (2) years from date of shipment
- 2) Electronic and mechanical components for two (2) year from the date of shipment
- 3) Weighbridge for five (5) years from date of shipment.
- 4) Field service warranty labour for ninety (90) days from date of shipment
- 5) Optional extended warranty and maintenance packages are available

Liability under this warranty is limited to the repair or replacement of defective components. In no event shall *Active Scale* be held liable for consequential or indirect damages. Warranty does not cover costs for repairs made necessary by abuse or misuse of equipment, or cost for normal maintenance and calibration.

### **LABOR**

The field labor cost to replace any load cell and associated costs to re-calibrate the scale are to be paid by the owner to the approved service agency.

### **MAINTENANCE**

Routine calibrations are to be performed on the scale as well as maintenance which are to include verification of the grounding system.

### **DIGITAL WEIGHT INDICATOR**

Provide and install a new weight indicator to maintain a minimum gradation of 5lbs.

### **COMPUTER SYSTEM and Associated Software**

Utilize existing P.C. Scale Software

### **UTILIZE EXISTING PIT FOUNDATION & APPROACHES - Modify Existing Piers to create new scale**

The Contractor shall remove existing Scale for off-site disposal.

The Contractor shall provide modifications according to the Manufacturers Certified drawings. The existing piers shall be smoothed out and cleaned for installation of specified risers.

### **INSTALLATION, TEST, CALIBRATION & STATE CERTIFICATION**

The Contractor shall furnish Installation, Test, and State Certification of all of the equipment in this specification.

### **FREIGHT**

The Contractor shall be responsible for freight to the jobsite, and removal, unloading and setting in place all equipment, existing, temporary and permanent, included in this specification.

## **CONCRETE SPECIFICATION FOR PIER MODIFICATION**

### **Description:**

This item shall consist of saw cutting the existing concrete, removal and replacement of concrete to the depth required in Certified Drawings, furnishing and installing deformed steel bars, and reconstructing the pier with new concrete as hereinafter specified.

**Materials:** The materials shall conform to the following requirements:

1. High Early Strength Concrete – The high early strength concrete shall conform to one of the following:
  - A. The Contractor shall design and submit to the Engineer for approval a high early strength concrete mix. This mix shall be air-entrained, and shall be composed of Portland cement, fine and coarse aggregates, approved admixtures and additives, and water. The mix shall contain between 4% and 7% entrained air, and shall attain a 6-hour compressive strength of 2,500 psi. Additionally, the mix shall contain shrinkage compensating additives such that there will be no separation of the patched area from the parent concrete. This shrinkage-compensating additive shall be utilized so as to produce expansion in the high early strength concrete of no more than 0.3%.
  - B. In lieu of the above high early strength concrete mix, the Contractor may propose the use of a proprietary type mix that will meet the same physical requirements as those stated above. A mix design shall be submitted for this material, stating the percentage of each component to be utilized.
2. Regardless of the type of high early strength concrete proposed by the Contractor, substantive data that demonstrates the ability of the material to meet the specification requirements shall be submitted with the proposed mix design at least 2 weeks prior to its use.
3. Deformed Steel Bars: Section 6.02.

Where sawing is impractical, the areas shall be outlined by chisel or other approved means.

Where existing reinforcing steel is damaged or has insufficient cover as determined by the Engineer, it shall be cut out and replaced with new reinforcing steel the same size, as directed by the Engineer.

Existing concrete surfaces against which the new patch will be placed shall be dampened. All free water shall be removed from the surface.

Forms shall conform to the pertinent requirements of Subarticle 6.01.03-1.

The cleaned concrete surface area to receive concrete shall be wetted for a 1 hour period immediately prior to placement of the concrete. Any standing water shall be blown out with compressed air prior to application of binding grout and patch material.

After wetting of the deck patch area to receive patching, and removal of the standing water, cement binding grout shall be scrubbed into the concrete patch bonding surface with stiff bristled brushes.

All bonding surfaces in the patch area shall receive a coating of bonding grout within a time period not to exceed 5 minutes prior to placement of the concrete patch material.

4. Mixing, Placing, and Finishing: Mixing and placing concrete shall be done in accordance with the applicable portions of Article 6.01.03. Mixing and placing shall not be executed unless the ambient temperature is above 40 °F and rising.

The concrete mix shall be properly placed to insure complete contact around all reinforcing steel and against existing concrete at patch edges. The surface shall be float finished. Finishing operations shall be completed before initial set takes place.

5. Curing: Immediately after finishing of the concrete, a sheet of 4 mil polyethylene shall be placed over the areas, in conjunction with insulating curing material.

6. Tolerances in Finished Surfaces: Humps in the patch that exceed the 1/8 inch tolerance shall be ground down by approved machinery. Sags or depressions in the surface of the patch area that exceed 1/8 inch tolerance as determined by the Engineer shall be repaired by removal of the concrete in the depression to a depth of 1 inch and repaired in the previously described manner.

7. Testing: The City shall provide cylinder testing. All testing shall be in accordance with the requirements of ASTM C39. NOTE: This compressive testing machine must be calibrated in accordance with the provisions of Section 5, ASTM C39.

8. Time Schedule: Traffic will not be allowed on any areas where the Contractor has placed and finished concrete until the material has properly cured as specified, and has developed the required strength of 2,500 psi as determined by the compressive strength test, or until the Engineer authorizes its opening to traffic.

BID PROPOSAL FORM

PROPOSAL TO: City of Norwich, Purchasing Department  
First Floor, Norwich City Hall  
100 Broadway, Norwich, CT 06360

I, \_\_\_\_\_ have received the following contract documents,

1. Bid Document #
2. Addenda \_\_\_ through \_\_\_ posted at [www.norwichct.org/purchasing](http://www.norwichct.org/purchasing) and have included their provisions to:

Supply all labor, materials, tools, equipment, permits, taxes and insurances, etc., to demolish existing concrete, pavement and guardrail as required, modify the existing foundation, install new scale and complete all associated work per the plans and specifications. Prices shall include April 2019 construction schedule.

**Base Bid:** \$ \_\_\_\_\_ /LS

\_\_\_\_\_ Dollars

(Written Amount)

Scale Manufacturer \_\_\_\_\_ Scale Model # \_\_\_\_\_

Bid Alternate: Supply and set up a temporary truck scale to be utilized during construction.

**Bid Alternate:** \$ \_\_\_\_\_ /LS

\_\_\_\_\_ Dollars

(Written Amount)

Work shall be completed 45 days after receipt of written Notice to Proceed.

State any and all exceptions that may apply to the Contract Documents and attach to this page.

Lump sum amount shall include, but not limited to, the cost of all labor, materials, equipment, tools, mobilization, delivery, permits (where not waived by the City), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

For additional work upon request:

Hourly Rates: Supervisor \$\_\_\_\_\_/hr Foreman \$\_\_\_\_\_/hr Electrician \$\_\_\_\_\_/hr  
Laborer \$\_\_\_\_\_/hr Operator \$\_\_\_\_\_/hr Mason\$\_\_\_\_\_/hr

Mark-up over Cost for Materials shall be \_\_\_\_\_% for any additional work where requested.

**CHECKLIST**

- Cover page, completed and signed.
- Addenda acknowledged (where issued) on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- List of any/all subcontractors identifying each trade, hourly rates, and Tax ID number.
- Price submitted contains Prevailing Wage Rates, if total project amount exceeds \$100,000.00.
- Bid Bond or equal approved security. No exceptions.
- Exceptions itemized and attached to Bid Form.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_





## **CONTRACT FORMS**



## City of Norwich

100 Broadway  
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

### CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (legal name and address), hereinafter called "**Contractor**" and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, "Attachment A, consisting of \_\_\_\_\_ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

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2. **Term of the Contract:** The start date for this Contract shall be \_\_\_\_\_ and the completion date of this Contract shall be \_\_\_\_\_.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ \_\_\_\_\_.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings,

Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

**6. Supervision Of Work:** The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

**7. Insurance:** The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

**8. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

**9. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**10. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

**11. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

**12. Record keeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of Norwich."

**14. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

**15. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

**16. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

**17. Waiver of Jury Trial:** CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General

Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “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.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related 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 contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’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 may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.



(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of 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; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. 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 contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

**19. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**20. Compliance with Laws and Indemnification of the City of Norwich:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

**21. Waivers And Severability:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**22. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**23. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**24. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form and legality:

\_\_\_\_\_  
Michael E. Driscoll, Corporation Counsel

Date Signed \_\_\_\_\_

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal  
(hereinafter called Principal) and \_\_\_\_\_  
as Surety, (hereinafter called Surety) are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee (hereinafter called Owner), for the use and  
benefit of claimants as hereinbelow defined;  
in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with the  
owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

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which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

Title \_\_\_\_\_

## **BID FORMS**



**CITY OF NORWICH  
NORWICH, CONNECTICUT**

**BID FORM  
Bid No. 7608 (Rebid)  
Truck Scale Replacement**

To: City of Norwich  
City Hall  
100 Broadway  
Norwich, CT 06360

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having familiarized (herself, himself, themselves) with the existing conditions on the project site affecting the cost of the work, and with the contract documents for the **Truck Scale Replacement Project** in Norwich, CT and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services and anything else necessary to perform and complete this project, all in accordance with the contract documents at and for the unit prices for the following work items:

**ITEM DESCRIPTION**

**BASE BID**

Demolition of existing concrete, pavement and guardrail as required, modification of the existing foundation, installation of a new scale and completion of all associated work per the plans and specifications

\$ \_\_\_\_\_

\_\_\_\_\_  
(Base Bid in words)

Scale Manufacturer: \_\_\_\_\_

Scale Model No.: \_\_\_\_\_

Number of days to install the new scale and make fully operational: \_\_\_\_\_ days

**BID ALTERNATE**

**ADD +/DEDUCT –**

1. Supply and set up a temporary truck scale to be utilized during construction and until the new scale is fully operational.

\$ \_\_\_\_\_

\_\_\_\_\_  
(Bid Alternate 1. in words)

For additional work requested by the Owner, the following labor rates will apply:

Supervisor: \_\_\_\_\_ per hour

Foreman: \_\_\_\_\_ per hour

Electrician: \_\_\_\_\_ per hour

Laborer: \_\_\_\_\_ per hour

Operator: \_\_\_\_\_ per hour

Mason: \_\_\_\_\_ per hour

Mark-up over cost for materials shall be \_\_\_\_\_% for any additional materials where requested.

The Bidder acknowledges receipt of the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Enclosed is the Bidder's Bond, Bank Check, Cashier's Check or Certified Check in the amount of five percent (5%) of the Base Bid.

The undersigned accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures on the **Bid Items** form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

\_\_\_\_\_  
Name and Title (in cursive)

\_\_\_\_\_  
Name and Title (printed)

(Seal – if bid is by a corporation)

\_\_\_\_\_  
Business Address

\_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_  
(Name and Address)

\_\_\_\_\_ As PRINCIPAL, and \_\_\_\_\_  
(Name and Address)

\_\_\_\_\_ a corporation duly organized under the laws of the  
State of \_\_\_\_\_ as SURETY are held and firmly bound unto the City of  
Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called the "OWNER", in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) lawful  
money of the United States, for the payment of which sum well and truly to be made, the said  
Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by theses Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the  
Accompanying Bid, dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
therein, after the opening of same, or, if no period be specified, within ninety (90) days after  
the said opening, and shall within such time period as agreed to by the Owner and the  
Contractor, enter into a contract with the Owner in accordance with the Bid, as accepted, and  
give bond with good and sufficient surety or sureties , as may be required, for the faithful  
performance and proper fulfillment of such Contract; or in the event of the withdrawal of said  
Bid within the period specified, or the failure to enter into such Contract and give such bond  
within the time agreed to, the Principal shall pay the Owner the difference between the  
amount specified in said Bid and the Amount for which the Owner may procure the required  
work or supplies or both, if the latter be in excess of the former, then the above obligation shall  
be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative, pursuant to authority of its governing body. In presence of:

_____	_____
(Witness)	(Principal) (Seal)
_____	_____
	(Title)

_____	_____
(Witness)	(Surety) (Seal)
_____	_____
	(Title)

Attorney in Fact, State of \_\_\_\_\_, Power of Attorney for the person signing for the Surety Company must be attached to the Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
Of the Corporation named as Principal within the bond; that \_\_\_\_\_  
Who signed the said bond on behalf of the Principal was then the \_\_\_\_\_  
Of said corporation; that I know his signature, and his signature attached thereto is genuine;  
and that said bond was duly signed, sealed and attested to for and in behalf of said corporation  
by authority of this governing body.

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
Title

Include this form with your response to the IFB

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires on \_\_\_\_\_

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being first duly sworn ,  
deposes and says that:

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to as the "Subcontractor" ;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in Norwich, Connecticut ;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder \_\_\_\_\_
2. Bidder's Tax Identification No. \_\_\_\_\_
3. Permanent main office address \_\_\_\_\_  
\_\_\_\_\_
4. When organized \_\_\_\_\_
5. If corporation, where incorporated \_\_\_\_\_
6. Number of years have you been engaged in the contracting business under your present firm or trade name \_\_\_\_\_
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) \_\_\_\_\_  
\_\_\_\_\_
8. General character of work performed by your company \_\_\_\_\_  
\_\_\_\_\_
9. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) \_\_\_\_\_  
\_\_\_\_\_
12. List your major equipment available for this Contract \_\_\_\_\_  
\_\_\_\_\_
13. List your experience in work similar to this project \_\_\_\_\_  
\_\_\_\_\_



14. List the background and experience of the principal members of your organization, including officers \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

\_\_\_\_\_

16. Credit available \$ \_\_\_\_\_

17. Give Bank reference \_\_\_\_\_

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? \_\_\_\_\_

\_\_\_\_\_

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

Dated \_\_\_\_\_ (Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes and says that (s)he is \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

(This form must be printed on your firm's letterhead)

## AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

**XYZ Company** will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut<sup>1</sup>. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

**XYZ Company** shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

**XYZ Company** also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

**XYZ Company** will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and

Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert **Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (Insert the name of the company's **Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

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<sup>1</sup> If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

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Date

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(Signature)

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Printed Name and Printed Title of Person Signing

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

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

CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes ( ) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Official Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_