LEGAL NOTICE

TOWN OF HAMDEN
REQUEST FOR PROPOSALS

RFP # 20-03
GEOTECHNICAL INVESTIGATION AND ENGINEERING SERVICES FOR THE
WEST WOODS SCHOOL

The Town of Hamden is seeking Geotechnical Investigation and Engineering Services for the New West Woods School.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center 2750 Dixwell Avenue, Hamden, CT between the hours of 8:30 A.M. and 4:30 P.M., Telephone (203) 287-7110. This RFP and Addenda's may be downloaded at www.biznet.ct.gov or a PDF version may be obtained by e-mailing a request to purchasing@hamden.com. It is the responsibility of the vendor to check the website for such addenda prior to submission of any Bid or RFP. Failure to address any addenda relating to the bid of interest may disqualify submitted and or proposals.

Vendors are required to submit seven (7) Sealed proposals (one original and seven copies) single-sided copies and one electronic copy of a sealed Statement of Proposals will be received at the Finance Office to be held in the Purchasing lock box until 11:00 AM on August 13, 2019 at which time they will be publicly opened. The RFP shall be marked RFP # 20-03 Geotechnical Investigation and Engineering Services for the New West Woods Elementary School. Statements of Proposals received after the aforementioned date and time will be rejected.

The Town of Hamden reserves the right to reject any or all Statements of Proposals, or waive defects in same, if it deems such to be in the best interest of the Town of Hamden.

All questions are to be submitted to purchasing@hamden.com. Last day for questions is August 6, 2019.

The Town of Hamden reserves the right to accept or reject any or all options, or proposals; to waive any technicality in a RFP or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin
Purchasing Agent
PROJECT OVERVIEW

The West Woods School construction project consists of the complete demolition and replacement of the existing school building with a West Woods School being constructed on a new footprint within the school property.

Please refer to Appendices A and B for the proposed and existing site plans.

The purpose of this project is to replace the existing West Woods School with a new 51,000 s.f. school that is a user friendly, environmentally responsible, energy efficient building utilizing cost-effective/efficient building materials and systems that fulfills the educational specification requirements and creates a modern educational facility that will serve approximately 402 students.

Silver, Petrucelli & Associates, Inc. (S/P+A) is the architect for the new school and Fusco Construction Management is the Construction Manager.

PROJECT SCHEDULE

The current schedule provides for design, construction and occupancy in the new West Woods School by Fall 2021. The project architect, S/P+A, has completed the schematic design phase. Contract documents are scheduled for completion in March 2020 with construction scheduled to start in June 2020.

It is anticipated that the existing West Woods demolition will happen at the end of the new school construction when the school is ready to occupy in August 2021. The current West Woods school operations and students will remain in the existing school throughout the construction process, with roads and parking areas remaining in use for the existing school. The selected consultant shall provide design and onsite services based on above noted construction start dates for the project.

SCOPE OF SERVICES

Site and Project Description
See attached site plans which show existing conditions, and general geographic locations of the new school and therefore the likely proposed borings.

General Requirements
The geotechnical investigation shall be performed by a qualified engineering firm engaged in and having experience with such work on an ongoing basis and shall be in conformance with all applicable state building codes and standards of care. All subsurface exploration, analyses, and reports shall be prepared/performed under the direct supervision of a professional engineer registered in the State of Connecticut who shall sign all reports.

The drilling contractor is to be retained by the geotechnical engineer and the drilling cost shall be included with the proposal. The geotechnical consultant shall directly oversee the drilling subcontractor’s activities.

The final geotechnical investigation report must be received by 15 working days after completion of the last borings.
Price proposals shall stipulate the following:

1. Daily rate for test borings and inspection with a not-to-exceed budget allotment for the number of days estimated to complete the subsurface exploration program.
2. No reimbursable expenses shall be allowed. The cost for mileage and expenses shall be included with the daily rate stipulated for test boring inspections.
3. Prices for soil laboratory testing, geotechnical analyses, and report preparation shall be described separately.
4. ½ day rate for test pit observations, sampling and geotechnical analysis and report for the soils to be excavated by the Town public works equipment for potential reuse as structural fill
5. All assumptions regarding the offered price shall be provided in the proposal.

**Subsurface Explorations**

Soil borings: Perform soil borings for the new school indicated on the attached drawing by hollow stem auger or wash casing drilling techniques. Soil samples shall be retrieved at five-foot intervals or strata changes in accordance with ASTM D1586. Soils shall be classified in the field by an experienced geotechnical technician using the Burmister soil classification system. Subsurface conditions at each boring shall be recorded on boring logs prepared for each boring which shall indicated sampling intervals, blow counts, groundwater depths, strata changes, and any other pertinent observations. Number of borings shall be not less than 6 total for the project, to be determined with the Structural Engineer once a final schematic floor plan is approved by the Building Committee.

Advance borings to a minimum depth of 30 feet below existing ground surfaces or a minimum of 5 feet into competent bearing strata or refusal. If unsuitable soil conditions are encountered at depth, extend borings at least fifteen feet into competent bearing strata, as evidenced by three consecutive split spoon samples.

Rock coring is not anticipated to be required for this project. If, in the judgment of the geotechnical engineer, rock coring appears warranted due to shallow refusal conditions, then the geotechnical engineer shall advise the Town of the need for rock coring and a unit price for rock coring shall be negotiated at that time. Rock coring shall not be performed until receiving authorization to proceed.

The geotechnical engineer shall be responsible for contacting Call Before You Dig and obtaining clearance to perform the explorations at the site. Coordination with the site owner will be coordinated by Geotechnical engineer.

**Environmental Screening and Soil Laboratory Tests**

Perform two particle gradation analyses on soil samples within potential excavation areas/borrow sources per ASTM D422.

Perform two modified proctor compaction tests on soil samples obtained from auger tailings within potential excavation areas/borrow sources per ASTM D1557.

If additional soil laboratory analyses appear warranted, based on subsurface conditions encountered such as soft cohesive soils, then the geotechnical engineer shall make recommendations for additional soil laboratory analyses. The unit prices for such soil laboratory testing services should be included as an attachment to the unit price proposal.

**Engineering Evaluation, Report and Project Specifications**
The geotechnical engineer shall prepare a comprehensive report that summarizes the results of subsurface explorations and the engineer's interpretation, analyses, and detailed, site-specific recommendations for foundation design and earthwork construction for the project. At a minimum, the report shall contain the following:

1. Summary of subsurface exploration program and subsurface conditions encountered, including all strata encountered, ground water observations, refusal depths, and/or bedrock encountered. The summary will at least include individual boring logs and an as-drilled location plan.
2. Recommendations for foundation support with net allowable bearing pressure. If spread footings are not appropriate, provide recommendations for appropriate alternatives. Identify acceptable bearing strata.
3. Estimates of total and differential settlements, and frost penetration protection for buried structures.
4. Determination of the waterproofing/water control measures for foundations and slabs.
5. Recommended backfill materials and compaction requirements, including comment on the suitability of the existing on-site soils for use as backfill materials.
6. Footing and slab subgrade preparation requirements.
7. Identification of the seismic class and load soil factor ("S" value), and liquefaction potential for problems.
8. Recommended methods for temporary lateral support of excavations, if applicable, and lateral load factors for foundation design.
9. If rock excavation is anticipated, provide recommendations regarding rock removal, pre-construction surveys, seismic monitoring, and protection of adjacent structures/utilities.
10. Specifications for each of the systems above shall be prepared in the format designated by the Architect and coordinated to be integrated into the project manual.

MINIMUM FIRM QUALIFICATIONS: Eligible consultants are required to meet all of the following qualification criteria. Firms not meeting all of the following criteria shall clearly state which criteria they do not meet.

1. The Geotechnical consulting firm (not individual employee) must have completed a minimum of five (5) public school projects in the State of Connecticut in the past five years.
2. Firm(s) shall maintain a fully staffed, Connecticut based office and they shall be properly insured and licensed to practice Geotechnical Consulting in the State of Connecticut.
3. The firm must perform all geotechnical work with its own forces. Testing borings and geotechnical laboratory services (if applicable) may be subcontracted.
4. All test boring inspections shall be performed by qualified staff under the direct supervision of a professional engineer registered in the State of Connecticut.

CONTENTS OF PROPOSAL

1. Transmittal Letter, including:
   a. Company name, main office address and local office address
   b. Statement indicating your understanding of the work to be performed
   c. Name, title, address, telephone number, and e-mail address of the individual to whom all inquiries about this response should be addressed

2. Basic Firm Information (may be simply listed), including:
   a. Name of company
b. Date organized
c. Tax Identification number(s)
d. Legal form of ownership. If a corporation, where incorporated
e. Number of years engaged in services under present name
f. Identify and explain any work awarded to your company that your company has failed to complete
g. Identify and explain any instance in which your company has defaulted or has been accused of defaulting on a contract
h. Identify and explain any potential conflicts of interest
i. Identify the individuals who are authorized to bind the company in negotiations
j. Describe any previous and pending litigation or other factors that could affect your company’s ability to perform this agreement
k. References

3. Qualifications and Capacity, including:

a. Firm’s Qualifications: Provide information demonstrating the qualifications of your firm to complete this work. Please include:
   - Unique qualifications that your firm has regarding this project
   - Projects completed in the past 5 years with a similar educational (preferably K-12) purpose, size and scale and timeframe (please include project name, client and size)
   - Firm shall have a minimum of five (5) Connecticut school projects completed under purview of CTDAS Office of School Construction Grants and Review
   - Proposed staffing for this project
   - Resumes / qualifications for personnel that would be assigned to this project for each aspect of the proposed staffing plan, including their experience on projects of this size and type and their years with the firm
   - Describe your firm’s familiarity with local laws, regulations, permitting and inspecting entities.

b. Firm’s Capacity: Provide information indicating the capacity of the office that will provide the services. Please include:
   - The number of full-time professional staff your (local) office employs
   - A list of all services required for this project that would be provided inhouse by your firm, and a list of all services that would be outsourced

4. Proposed Approach to the Project
   Briefly describe how your firm will conduct the work. Provide a proposed schedule for pre-construction survey and design document completion.

5. Insurance: Provide the name of your insurance company and agents, your insurance coverage including type and limits, with a sample certificate of representative coverage.

6. References: Include the name, title, and contact information of the authorized owner’s representative for at least three recent projects of similar size, scale, and timeframe.
7. **Fee Proposal**: Complete the Fee Proposal form.

**SELECTION CRITERIA**: The Town of Hamden will then evaluate the short-listed firms using all of the Evaluation Criteria listed below and select the "most responsible qualified proposer" to perform the work.

1. Due consideration of the proposer's pricing for this project
2. Experience with work of similar size and scope as required for the order or contract
3. Organizational and team structure for the order or contract
4. Past performance data, including, but not limited to, adherence to project schedules and project budgets and the number of change orders for projects
5. The approach to the work required for the contract
6. Documented contract oversight capabilities
7. Litigation History
8. Current workload
9. Reference Responses

**Bid Proposal Form**
Geotechnical Engineering Services for the New West Woods School

Company Name: _____________________________________________________________

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tr>
<td>Daily rate for test borings and inspection with a not-to-exceed budget allotment for the 10 borings estimated to complete the subsurface exploration program.</td>
<td>$</td>
</tr>
<tr>
<td>½ day rate for test pit observations, sampling and geotechnical analysis and report for the soils to be excavated by the Town public works equipment for potential reuse as structural fill (on a different day than borings above)</td>
<td>$</td>
</tr>
<tr>
<td>Prices for soil laboratory testing, geotechnical analyses, and report preparation</td>
<td>$</td>
</tr>
<tr>
<td>Laboratory Testing</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Analysis and Report</td>
<td></td>
</tr>
<tr>
<td>Geotechnical Technical Specifications and Prebid Coordination with A/E</td>
<td></td>
</tr>
<tr>
<td><strong>Total Proposed Fee</strong></td>
<td></td>
</tr>
</tbody>
</table>

No reimbursable expenses shall be allowed. The cost for mileage and expenses shall be included with the daily rate stipulated for test boring and test pit inspections.

All assumptions regarding the offered price shall be provided with this proposal on a separate page.

Provide hourly rates by job classification for all direct employees and sub-consultant employees on offeror’s letterhead.
May 29, 2019

Silver Petrucelli & Associates
3190 Whitney Avenue
Hamden, CT 06518
203-230-9007

Attn: Bill Silver

Re: Proposed School Building  G82-1264-19
350 West Todd St
Hamden, CT

Dear Mr. Silver,

Enclosed are boring logs and location plan for the above referenced project site.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOILTESTING, INC.

James A. DeAngelis
President

JADcl
TO: Silver Petrucelli & Associates
ADDRESS: 3150 Whitney Avenue, Hamden, CT 06518
DATE: May 29, 2019
SITE LOCATION: Proposed School Building, 350 West Todd St, Hamden, CT
REPORT SENT TO: Bill Silver
SAMPLES SENT TO: Storage (Max. 60 days)

90 DONOVAN ROAD
Oxford, Connecticut 06478
(203) 262-9328

Branch Office:
White Plains, New York 10607
914-946-4850

JOB NO.
G82-1284-19
<table>
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<tr>
<th>Depth</th>
<th>BLOWING BLOWERS</th>
<th>PEN PER FOOT</th>
<th>REC</th>
<th>DEPTH</th>
<th>BLOW</th>
<th>DENSITY</th>
<th>STRATA</th>
<th>IDENTIFICATION OF SOIL REMARKS INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
<td>4&quot;</td>
<td>2&quot;</td>
<td>0&quot;</td>
<td>0&quot;</td>
<td>dry</td>
<td></td>
<td>Bm FMC SAND, ft F gravel (possible partly decomposed sandstone)</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>4&quot;</td>
<td>2&quot;</td>
<td>2&quot;</td>
<td>0&quot;</td>
<td>dry</td>
<td></td>
<td>Same</td>
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<td>5</td>
<td>3</td>
<td>1&quot;</td>
<td>1&quot;</td>
<td>4&quot;</td>
<td>0&quot;</td>
<td>very dense</td>
<td></td>
<td>Bm FMC SAND &amp; FC GRAVEL, tr silt (possible partly decomposed sandstone)</td>
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<tr>
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<td>1&quot;</td>
<td>0&quot;</td>
<td>6&quot;</td>
<td>0&quot;</td>
<td>dry</td>
<td>6&quot;</td>
<td>No recovery Auger refusal</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**NOTE:** Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

**PROPORTIONS USED:**
- TRACEx = 0 - 15%
- LITTLE = 10 - 20%
- SOME = 20 - 35%
- AND = 35 - 50%
- F = FINE

**HOLE NO.:** B-1 & B-1A
### Project Information

**Client:** Silver Petrucelli & Associates  
**Project Name:** Proposed School Building  
**Location:** 350 West Todd St, Hamden, CT

**Hole No.:** B-2  
**Date Start:** 5/24/19  
**Date Finish:** 5/24/19

### Ground Water Observations
- **At Ft. After 0 Hours:**
- **At Ft. After 24 Hours:**

### Sample Data

<table>
<thead>
<tr>
<th>Depth</th>
<th>Casing Bows Per Foot</th>
<th>Type</th>
<th>Pen</th>
<th>Rec</th>
<th>Depth @ Bot</th>
<th>Density or Consist</th>
<th>Core Time Per Ft (Min)</th>
<th>Strata Change</th>
<th>Field Identification of Soil Remarks Incl. Color, Loss of Wash Water, Seams in Rock, Etc.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1 ss 24&quot; 7&quot; 20&quot;</td>
<td>moist</td>
<td>2</td>
<td>1</td>
<td>3</td>
<td>loose</td>
<td>20°</td>
<td>HsA</td>
<td>9&quot; Tassil 8% FM SAND, sm silt, Ill C sand, t' organics</td>
</tr>
</tbody>
</table>
| 2     | 2 ss 24" 14" 40"     | compact| 3   | 4   | 7           | 15                  | 14                     | DkBrn, lst Grey/Red VFF SAND 8% SILT, sm clay  
| 3     | 3 ss 24" 18" 60"     | moist| 8   | 22  | 13          | 11                  | 11                     | Red FAC SAND & FC GRAVEL, t' silt          |
| 4     | 4 ss 24" 16" 80"     | moist| 20  | 31  | 20          | 31                  | 31                     | SAME (possible weathered sandstone from 16") |
| 5     | 5 ss 24" 18" 100"    | v-dense| 25  | 36  | 30          | 43                  | 43                     | cobbles, boulders 5-10" (or fractured BEDROCK) |
| 6     | 6 ss 5" 5" 105" 505" | v-wet| 30  | 43  | 30          | 43                  | 43                     | cobbles, boulders 10-13" (possible sandstone/fractured BEDROCK)  |
| 7     | 7 ss 0" 0" 130" 500" | wet | 130 | 500 | 130         | 500                 | 500                    | Auger refusal |

**Depth:**
- 0 ft: **Surface Elev.**
- 35 ft: **Ground Water Elev.**

**Note:** Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.

**Key:**
- A = Auger  
- T = Thinwall  
- V = Vane Test  
- W = Weight of Rods  
- H.S.A. = Hollow Stem Auger  
- C = Coarse  
- M = Medium  
- F = Fine  

**Proportions Used:** Trace = 0 - 10%  
Little = 10 - 20%  
Some = 20 - 35%  
And = 35 - 50%
**SOILTESTING, INC.**  
90 DONOVAN RD.  
OXFORD, CT 06478  
CT (203) 262-9328  
NY (914) 946-4850  

**CLIENT:** Silver Petrucelli & Associates  

**PROJECT NO.** G82-1264-19  

**PROJECT NAME** Proposed School Building  

**LOCATION** 350 West Todd St  
Hamden, CT  

**HOLE NO.** B-3 & B-3A  

**FOREMAN - DRILLER** JK/sd  

**INSPECTOR**  

**GROUND WATER OBSERVATIONS**  
AT 6 FT AFTER 0 HOURS  
AT 6 FT AFTER HOURS  

<table>
<thead>
<tr>
<th>DEPTH</th>
<th>SAMPLE</th>
<th>CASING BLOWS PER FOOT</th>
<th>BLOWS PER 8 IN</th>
<th>ON SAMPLER</th>
<th>BLOW SPACING</th>
<th>DENSITY OF SAMPLE</th>
<th>STRATA</th>
<th>FIELD IDENTIFICATION OF SOIL REMARKS</th>
<th>INCL. COLOR, LOSS OF WASH WATER, SEAMS IN ROCK, ETC.</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>1</td>
<td>24&quot; 0&quot; 20&quot; 3 12</td>
<td>350&quot;</td>
<td></td>
<td></td>
<td>dry</td>
<td>9&quot; Top soil</td>
<td>Bm CARBONATE, sm FC gravel, tr silt</td>
<td>E.O.8 2&quot; 29&quot;</td>
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<tr>
<td>5</td>
<td>2</td>
<td>6&quot; 5&quot; 5&quot; 15&quot;</td>
<td>25 18</td>
<td></td>
<td></td>
<td>moist</td>
<td>Bm FMC SAND, sm FC gravel, tr silt</td>
<td>E.O.8 2&quot;</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>3</td>
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<td>34 6&quot;</td>
<td></td>
<td></td>
<td>dense</td>
<td>Bm FMC SAND &amp; FC GRAVEL, tr silt sand</td>
<td>E.O.12 120&quot;</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>4</td>
<td>2&quot; 2&quot; 2&quot; 10&quot;</td>
<td>38 66</td>
<td></td>
<td></td>
<td>moist</td>
<td>Bm FMC SAND &amp; FC GRAVEL, tr silt sand</td>
<td>E.O.12 120&quot;</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>5</td>
<td>10&quot; 10&quot; 10&quot;</td>
<td>25 18</td>
<td></td>
<td></td>
<td>dense</td>
<td>Bm FMC SAND &amp; FC GRAVEL, tr silt sand</td>
<td>E.O.12 120&quot;</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** Subsoil conditions revealed by this investigation represent conditions at specific locations and may not represent conditions at other locations or times.  

**GROUND SURFACE TO 3 FT.**  
USED  
CASING THEN  
CASING TO 6 FT.  

<table>
<thead>
<tr>
<th>A = AUGER</th>
<th>UP = UNDISTURBED PISTON</th>
<th>H = HOLLOW STEM AUGER</th>
<th>M = MEDIUM</th>
<th>WOA = WEIGHT OF AUGER &amp; RODS</th>
<th>WD = WEIGHT OF DRILLER &amp; RODS</th>
</tr>
</thead>
<tbody>
<tr>
<td>T = TINNED WALL</td>
<td>V = VANE TEST</td>
<td>C = COARSE</td>
<td>PROPORTIONS USED: TRACE = 0 - 10%</td>
<td>LITTLE = 10 - 20%</td>
<td>SOME = 20 - 36%</td>
</tr>
</tbody>
</table>

**HOLE NO.** B-3 & B-3A
TOWN OF HAMDEN

GENERAL REQUEST FOR PROPOSAL
SPECIFICATIONS -- PART A

Proposals shall be made on the RFP forms furnished by the Town, without alteration. Proposals shall be submitted in a sealed envelope, stating on the outside of the envelope the words “RFP DOCUMENTS”, the Town’s RFP number, the title of the Project, the title of the RFP package for which a RFP is being submitted, and the time and date of the RFP opening.

All Responders shall provide one original and three copies of your RFP unless otherwise specified.

Proposals received after the RFP opening deadline shall be rejected. All spaces on the RFP form must be filled in with figures and words or the Town, in its sole discretion, may reject the Proposal as non-responsive. No faxed or emailed Proposals are allowed.

Applicable If Checked

☒ RFP SECURITY: If a security of a certified check or bid bond for 5% of the total is requested, such Security will be returned upon signing of the contract. Checks or bonds must be made to the order of the “Town of Hamden”. Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the proposals for the purpose of reviewing the proposals. A separate Security must accompany each proposal presented. This is only when a Security is requested in the Proposal Specifications

☐ LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her Proposal.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the Responder to perform the work and the Responder shall promptly, upon the Town’s request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a Proposal if, in the Town’s sole discretion, the Town determines that a RFP is non-responsive, a Responder is not responsible, a Responder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the Responder is not in the best interest of the Town. Conditional RFPs will not be accepted.

SUBCONTRACTORS: The Responder is specifically advised that any person, firm or other party to whom Responder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful Responder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the Responder is not required to attach such information to its Proposal, the Responder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any Responder may modify his/her/its Proposal prior to the scheduled deadline for receipt of Proposals. See paragraph one above.
The Responder wishing to modify its Proposal shall submit such modified Proposal in accordance with paragraph one above, shall unequivocally indicate that its prior Proposal is superseded by the modified Proposal and shall submit its modified Proposal in an envelope clearly marked “MODIFIED PROPOSAL”.

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the Proposal, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.
PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of Responders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town’s Request for Proposal or Instructions to Responders.

OBLIGATIONS OF RESPONDER: Each Responder shall, prior to submitting a Proposal, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Responders shall be presumed to have read and to be thoroughly familiar with the specifications and all RFP documents. The failure of any Responder to request, receive or examine any information or the failure of the Responder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any Responder from any obligation in respect to the Proposal and shall not subject the Town to any liability whatsoever.

Furthermore, the Responder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the RFP documents.

WITHDRAWAL OF PROPOSALS: Proposals may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the RFP opening deadline.

Negligence or mistake on the part of the Responder in preparing the Proposal confers no right of withdrawal or modification of the Proposal after such Proposal has been opened.

“OR EQUAL” CLAUSE: Whenever a material, article or piece of equipment is identified in the RFP document by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Town unless otherwise specifically stipulated in the contract or RFP documents.

NON-COLLUSIVE RFP STATEMENT: All Responders shall be required to sign the non-collusive statement attached.
**FUNDING**: The municipal non-appropriation clause may be applicable.

Applicable if checked

**PERFORMANCE AND PAYMENT BONDS**: To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, Responders shall provide payment and performance bonds for any project (1) which is governed by Connecticut’s Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful Responders shall provide the Town with payment and performance bonds, at the Responder’s expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury’s List of Approved Sureties and subject to approval by the Town.

**INSURANCE**: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful Responder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Responders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Responder.

**I. WORKERS COMPENSATION**

a) Connecticut Statutory Limits

b) Applicable Federal Statutory Limits

c) Employer’s Liability $100,000 per Accident

$100,000 Disease per Employee

$500,000 Policy Limit

**II. COMMERCIAL GENERAL LIABILITY**

Bodily injury and Property Damage Each Occurrence $1,000,000

Fire Damage $ 100,000

Medical Expense $ 5,000

Personal Injury/Advertising $ 1,000,000

General Aggregate $ 3,000,000

Products & Completed Operations Aggregate $ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

**III. BUSINESS AUTOMOBILE LIABILITY** (including owned, hired & non-owned vehicles)

Liability (Combined Single Limit) $1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)
IV. UMBRELLA/EXCESS LIABILITY (If Required)
Liability Limit – Each Occurrence over primary $3,000,000
Self-Insured retention $10,000

V. RAILROAD PROTECTIVE LIABILITY (If Required)
Bodily Injury and Property Damage $1,000,000 Each Occurrence
$1,000,000 Aggregate

VI. POLLUTION LIABILITY (If Required)
Bodily Injury and Property Damage $1,000,000 Each Occurrence
$1,000,000 Aggregate

VII. PROFESSIONAL LIABILITY (If Required)
$3,000,000 Each Occurrence
$3,000,000 Aggregate

VIII. MONEY & SECURITIES-BROAD FORM
Limit $(Insert Limit)

IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

X. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder’s negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED “DESCRIPTION OF OPERATION

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars ($100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.
INDEMNITY/HOLD HARMLESS: The contractor’s and subcontractor’s insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

CERTIFICATE OF INSURANCE: The Contractor, prior to the start of any work under this contract, shall provide the Town’s Purchasing Office with a Certificate of Insurance to conform to the following:

a. Form(s) acceptable to the Town of Hamden.

b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.

c. Policy dates must cover the term of this contract.

d. Certificate will provide for at least 30 days’ notice to the Town of Hamden prior to cancellation.

e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the Contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by the Contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town’s Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the Contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the Proposal submissions, Responders shall possess the necessary license(s) to perform the work that is the subject of this Request for Proposal.

NON-RESIDENT CONTRACTORS: Out of state Contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and 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, 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. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause” to be included in all RFP documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neil's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The successful Responder also agrees to comply with all provisions of the Town’s Charter and Code of Ordinances —“Town of Hamden, Chapter 110, Business
Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(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 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;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(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 P.A. 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(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;

The successful bidder also agrees to comply with all provisions of the Town’s Charter and Code of Ordinances –“Town of Hamden, Chapter 110 “Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut
Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

**Set Asides:** If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of $50,000.00 be set aside for exclusive bidding for “small contractors,” as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for “minority business enterprises,” as defined by Section 58(a) (4). For contracts in excess of $50,000.00, Responders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. RESPONDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. RESPONDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT RESPONDERS’ ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.
CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW RESPONDER: The Town of Hamden reserves the right to award the work to a Responder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Wages quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate Responders. Responders may indicate exceptions to this.

Responders must include Federal ID number or Social Security number to be considered for RFP approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES
If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 et seq., the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, § 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:
It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden Proposals are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:
The Town of Hamden reserves the right to accept or reject any or all RFPs or Proposals; to waive any technicality in a RFP or Proposal or part thereof submitted, and to accept the RFP deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split RFPs and quotations among two or more Responders. The Town reserves the right to reject any Proposal submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town’s requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT:
The Connecticut Department of Administrative Services’ Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can propose on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than $500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this Request for Proposal, Responders shall provide their Proposal update statement with their Proposal.

TIME OF COMPLETION AND LIQUIDATED DAMAGES
Responders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result
in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the Responder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Responder, the sum of ___________ ($_________________) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN RFP FORM:
In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all Responders that the Town’s contract with the successful Responder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, police or fire extra duty, police vehicle use fees, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.
TOWN OF HAMDEN
LEGISLATIVE COUNCIL

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workmen shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.
MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the RFP opening date. Responders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the RFP opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-RFP Meeting(s): Failure to attend a mandatory pre-RFP meeting may be deemed, by the Town, grounds for rejection of your proposal.

Deliveries: All deliveries are inside deliveries.

Provision of RFP Packets, Submission of RFPs: proposed packets will be mailed upon request. RFP packets will not be faxed.

RFP proposals must be mailed back or delivered to: Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Please include one original and three copies of your RFP unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH RFP #, RFP DATE, AND RFP TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and RFPs submitted by Responders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this Request for Proposal is to be the sole property of the Town unless stated otherwise in the Request for Proposal or contract.

Timing and Sequence – Timing and sequence of events resulting from this Request for Proposal will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a Responder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the RFP of any Responder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Responders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any Responder in preparing and submitting a Proposal.

Thank you.

Philip Goodwin
Purchasing Agent
1. Nondiscrimination under Title VI of the Civil Rights Act of 1964. Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

2. Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20). Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.

3. Prohibition Against Payments of Bonus or Commission. The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

4. “Section 3” Compliance in the Provision of Training Employment and Business Opportunities. Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):

a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said “Anti-Kickback Act” and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 CFR, Part 60), and all of the rules, regulations and relevant orders of the President’s Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required
herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers’ representative of the CONTRACTOR’S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR’S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.


13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides: No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Responder certifies, by submitting a Proposal, that no owner, employee or family member (defined for purposes of this Request for Proposal as a spouse, parent, sibling or child) of an owner or employee of Responder is a current or former employee of the Town or its Board of Education.

Responder further certifies that no owner or employee of Responder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Responder’s independent judgment or action in the performance of the proposed duties.

Responder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to RFP.

Responder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. **Compliance with Town Regulations**

Responder shall cause all persons performing work pursuant to the contract between Responder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. **Confidential Information**

Responder shall cause all persons under Responder’s control who are providing services or materials under or through Responder’s contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Responder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and Responder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

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**COMPLETE AND RETURN**

<table>
<thead>
<tr>
<th>RFP #:</th>
<th>Geotechnical Investigation and Engineering Services for the New West Woods School</th>
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<tbody>
<tr>
<td>RFP TITe</td>
<td>20-03</td>
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</table>
RFP FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the RFP documents entitled ____________________________

and dated __________________________

I have received Addenda dated as follows: __________________________

I have considered and included the provisions of the RFP documents noted above in my Proposal. I have examined the RFP documents and I submit the following Proposal:

In submitting this Proposal, I agree:

1. To hold my Proposal open until 60 days after the date on which RFPs are due.

2. To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this Proposal, according to the contract form provided by the Town of Hamden.

3. To accomplish the work in accord with the RFP Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any RFP documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.

4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within ____________ calendar days following Owner's date of Notice to Proceed.

5. The undersigned submits a RFP bond in the sum of ____________________________ dollars ($____________________) 5% of Base Proposal, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the RFP Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.

6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all RFPs, alternates, options, or Proposals; to waive any technical defect in a RFP or part thereof submitted, and to accept the RFP deemed by the Town to be in the best interest of the Town of Hamden.

_________________________  __________________________  __________
Name                        Title                        Dated

__________________________  __________________________
Contractor Tax ID #          Contractor License #
NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of _________________

Subscribed and sworn before me this ______ day of _________________, 20______.

Legal Name of Respondent: ________________________________

Business Name: ________________________________

Business Address: ______________________________________
_____________________________________________________

________________________
Signature and Title of Person

By: ______________
Notary Public

My Commission Expires: ____________
Date: ______________
NON-COLLUSIVE RFP STATEMENT

The undersigned Responder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

(1) The Proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or Responder of materials, supplies, equipment, or services described in the invitation to RFP, designed to limit independent proposing or completion, and

(2) The contents of the proposal have not been communicated by the Responder or its employees or agents to any person not any employee or agent of the Responder or its surety on any bonds furnished with the Proposal and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Responder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the Proposal and make an award in accordance therewith.

________________________________________
Legal Name of Responder

________________________________________
Business Address

________________________________________
Signature and Title of Person
Authorized to Sign

________________________________________
Printed Name

________________________________________
Date
**COMPLETE AND RETURN**

**RFP #: 20-03**

**RFP TITLE**

Geotechnical Investigation and Engineering Services for the New West Woods School

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**PRICE SHEET**

You are required to furnish the following information to the Town of Hamden:

Name and address of Company  
__________________________________________________
(Print or type)

Name and Title of Agent of Company  
__________________________________________________
(Print or type)

Signature: ____________________________ Date: ________________

Telephone: ____________________________ Email: ____________________________

Fax: ____________________________ Federal I.D. Number: ____________________________

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Daily rate for test borings and inspection with a not-to-exceed budget allotment for the 10 borings estimated to complete the subsurface exploration program.</td>
<td>$ /$</td>
</tr>
<tr>
<td>½ day rate for test pit observations, sampling and geotechnical analysis and report for the soils to be excavated by the Town public works equipment for potential reuse as structural fill (on a different day than borings above)</td>
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</tr>
<tr>
<td>Prices for soil laboratory testing, geotechnical analyses, and report preparation</td>
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</tr>
<tr>
<td>Laboratory Testing</td>
<td></td>
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<tr>
<td>Geotechnical Analysis and Report</td>
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<tr>
<td>Geotechnical Technical Specifications and Prebid Coordination with A/E</td>
<td></td>
</tr>
<tr>
<td><strong>Total Proposed Fee</strong></td>
<td></td>
</tr>
</tbody>
</table>

No reimbursable expenses shall be allowed. The cost for mileage and expenses shall be included with the daily rate stipulated for test boring and test pit inspections.

All assumptions regarding the offered price shall be provided with this proposal on a separate page.

Provide hourly rates by job classification for all direct employees and sub-consultant employees on Vendor’s letterhead.