

**PROJECT MANUAL
FOR**

TOWN OF HEBRON

**PURCHASE CONTRACT BID #2021-01
FOR FURNISHING A
FIBER REINFORCED POLYMER (FRP) COMPOSITE
TRAIL BRIDGE SUPERSTRUCTURE
FOR
RAYMOND BROOK PRESERVE PHASE II TRAILS**



BOARD OF SELECTMEN

**DANIEL E. LARSON, CHAIRMAN
GAIL B. RICHMOND, VICE-CHAIRMAN
JOHN B. COLLINS
PETER D. KASPER
MARC P. RUBERA**

TOWN MANAGER

ANDREW J. TIERNEY

DIRECTOR OF PARKS AND RECREATION

RICHARD CALARCO

SEPTEMBER 28, 2020

TABLE OF CONTENTS

INVITATION TO BID ITB-1

BID OFFER B-1 TO B-4

AFFIDAVIT OF COMPLIANCE AC-1

NON-COLLUSIVE AFFIDAVIT OF PROPOSER NCA-1

HEBRON CODE OF ETHICS HCOE-1 TO HCOE-3

GENERAL CONDITIONS GC-1 TO GC-7

TECHNICAL SPECIFICATIONS TS-1 TO TS-4

TOWN OF HEBRON

INVITATION TO BID

PURCHASE CONTRACT BID #2021-01
FURNISHING A FIBER REINFORCED POLYMER (FRP) COMPOSITE TRAIL BRIDGE
SUPERSTRUCTURE

Sealed bids will be received at the Office of the Town Manager, 15 Gilead Street, Hebron, Connecticut 06248, until 3:00 P.M. local time, November 5, 2020 after which time no further bids will be accepted, and immediately thereafter the bids will be publicly opened and read aloud.

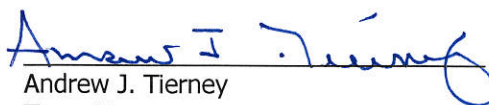
Specifications, General Conditions, blank forms of the Bid Offer and other CONTRACT DOCUMENTS may be examined at the Office of the Town Manager, 15 Gilead Street, Hebron, Connecticut 06248, on and after September 28, 2020 Monday, Tuesday, Wednesday 8:00 AM – 4:00 PM; Thursday 8:00 AM – 6:00 PM, and; Friday 8:00 AM to 1:00 PM, local time, except Saturdays, Sundays and Holidays.

Specifications, General Conditions, blank forms of the Bid Offer and other CONTRACT DOCUMENTS may be obtained from the Office of the Town Manager at the above address, as a pdf file sent by e-mail free of charge, by contacting Donna Lanza, Director of Administrative Services, Town of Hebron, at dlanza@hebronct.com.

Bid Bond will not be required.

A pre-BID meeting will not be held.

THE RIGHT IS RESERVED BY THE OWNER, (TOWN OF HEBRON) TO REJECT ANY OR ALL PROPOSALS (BIDS) IN WHOLE OR IN PART, TO WAIVE ANY INFORMALITIES OR MINOR DEFECTS, OR TO ACCEPT THE PROPOSAL (BID) THAT, IN THE JUDGMENT OF THE OWNER WILL BE IN THE OWNER'S BEST INTERESTS.



Andrew J. Tierney
Town Manager
Town of Hebron, Connecticut

DATE: 9/24/2020

BID OFFER

TO THE TOWN OF HEBRON, CONNECTICUT

FOR PURCHASE CONTRACT BID #2021-01 FURNISHING A

FIBER REINFORCED POLYMER (FRP) COMPOSITE TRAIL BRIDGE SUPERSTRUCTURE

FIRM NAME _____

ADDRESS _____

organized and existing under the laws of the State of _____
doing business as *(an individual) (a partnership) (a corporation) (a limited liability company) (a
limited liability partnership), HEREBY DECLARES THAT (I am) (we are) the only person(s)
interested in this Bid, and that it is made without any connection with any person or persons
making a Bid for the same purpose and is in all respects fair and without collusion or fraud.

(I) (We) further declare that before making this Bid, (I) (we) carefully examined the Bid Offer
and the Contract Documents relating to the products to be furnished and fully understand the
meaning of the same.

(BIDDER's name)

hereby offer and agree to furnish all materials, equipment or supplies, in accordance with the
Contract and all Contract Documents, and that (I) (We) will take full payment therefore, for the
following Unit Prices or Lump Sums so BID, which prices include all incidentals:

*Note: Cross out inapplicable words in brackets.

IMPORTANT: This form to be used only to obtain BIDS for the purchase of materials, supplies
and equipment.

SCHEDULE OF BID PRICES

<u>Bid Item No.</u>	<u>Approx. Quant. & Unit Measure</u>	<u>Items with Unit Bid Prices (Written in Words)</u>	<u>Unit Price (Numerals)</u>	<u>Extended Price (Numerals)</u>
1	1 LS	Furnishing a Fiber Reinforced Polymer (FRP) Composite Trail Bridge Superstructure _____ _____		
		_____ per LS	\$ _____	\$ _____

Total BASE BID (see General Conditions, paragraph 20): _____

(Written in Words)

\$ _____

(Written in figures)_

2	1 LS	On-Site Technical Representative During Picking and Setting of Superstructure _____		
		_____ per LS	\$ _____	\$ _____

3	1 LS	On-Site Technical Representative During Unloading and Storage of Superstructure Components _____		
		_____ per LS	\$ _____	\$ _____

Total BID (see General Conditions, paragraph 20): _____

(Written in Words)

\$ _____

(Written in figures)_

Attached hereto is:

Affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which this Bid is submitted.

(firm name)

further agrees that _____ will comply with all the statutory provisions of the
(I) (we)

Contract Documents and that if _____ fail to comply with said statutory provisions,
(I) (we)

the Town shall have the power and right to rescind the award of the Contract to _____

(firm name)

and can and may retain the amount of the Bid security deposited (if required) with and accompanying this Bid as liquidated damages on account of _____

(firm name)

failure or neglect as aforesaid.

(firm name)

acknowledges receipt of the following Addenda:

(The remainder of this page has been left blank intentionally)

(SEAL - if BID is by a corporation)

Dated _____

* Firm Name _____

Authorized Signature _____

Title _____

Address _____

* If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of _____."

If a partnership, give names of partners, using also the phrase "co-partners trading and doing business under the firm name and style of _____."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the firm name and style of _____."

If a limited liability company, give the State of organization using the phrase "a limited liability company organized under the laws of _____."

If a limited liability partnership, give the State of registration using the phrase "a limited liability partnership registered under the laws of _____."

STATE OF }

}

COUNTY OF }

}

_____ the signer of the above Bid, being duly sworn, says that the several matters stated therein are in all respects true to the knowledge of the deponent.

Sworn to and subscribed to before me this ___ day of _____ 20__.

_____(SEAL)

Notary Public

AFFIDAVIT OF COMPLIANCE

The undersigned _____, who is
duly authorized by _____
to execute and submit bids in its behalf, hereby declares that the materials and/or equipment
and/or supplies proposed to be furnished under the attached bid offer for _____
PURCHASE CONTRACT BID #2021-01, FURNISHING A FIBER REINFORCED POLYMER (FRP)
COMPOSITE TRAIL BRIDGE SUPERSTRUCTURE

_____ meet specifications for PURCHASE CONTRACT BID #2021-01, FURNISHING A FIBER
REINFORCED POLYMER (FRP) COMPOSITE TRAIL BRIDGE SUPERSTRUCTURE, FOR RAYMOND
BROOK PRESERVE PHASE II TRAILS, TOWN OF HEBRON, CONNECTICUT, OCTOBER 2020

(Signed) _____

Personally appeared before me the above named _____

known to me to be the _____

of _____

and acknowledged the foregoing to be his free act and deed.

(SEAL)

Notary Public

My Commission Expires _____

TOWN OF HEBRON
Department of Finance
NON-COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and Sworn to me this ____ day of _____, 20__.

Notary Public
My Commission Expires

HEBRON CODE OF ETHICS

Effective November 5, 2019

I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as "persons governed by this code."

II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest***: A conflict between one's obligation to the public good and one's self-interest.
- B. ***Financial Interest***: Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. ***Gift***: Anything having value whether in the form of service, loan, tangible property, promise or any other form. However, a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. ***Immediate Family***: Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.
- E. ***Independent Contractor***: Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.

- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

IV. Conflicts of Interest

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

V. Disclosure and Recusal

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000

shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

VI. Gifts

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

VII. Use of Town Assets

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

VIII. Use of Confidential Information

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

TOWN OF HEBRON
OFFICE OF THE TOWN MANAGER
15 GILEAD STREET
HEBRON, CONNECTICUT 06248

GENERAL CONDITIONS

(For the purchase of materials, supplies, equipment and associated technical assistance)

All Invitations to BID issued by the above named TOWN will bind BIDDERS and SUCCESSFUL BIDDERS to the conditions and requirements set forth in these General Conditions, and such conditions shall form an integral part of each purchase contract awarded by the TOWN.

DEFINITIONS

"TOWN", "OWNER"	the TOWN of Hebron, Connecticut
"BID"	an offer to furnish materials, supplies, equipment and associated technical assistance in accordance with the Invitation to BID, the General Conditions, and the SPECIFICATIONS
"BID OFFER"	the form on which the BIDDER submits his BID
"BIDDER", "PROPOSER"	any individual, company, corporation or other legal entity submitting a BID
"SUCCESSFUL BIDDER"	any BIDDER to whom an award is made by the TOWN
"SPECIFICATION"	description of materials, supplies, equipment and associated technical assistance and the condition for purchase (Technical Specifications)
"CONTRACT DOCUMENTS"	include the Purchase Contract or Purchase Order, Addenda, Invitation to BID, BID OFFER, Bid Bond if required, General Conditions, SPECIFICATIONS, Drawing(s) or Plan(s) as may be included, and Performance Bond if required

1. The date and time of BID opening will be given in the Invitation to BID.
2. All BIDS must be submitted on and in accordance with forms provided by the TOWN.
3. All BIDS received after the time stated in the Invitation to BID may not be considered and will be returned to the BIDDER. The BIDDER expressly assumes the risk of any delay in the mail or in the handling of the mail by employees of the TOWN. Whether sent by mail or by

means of personal delivery or other method, the BIDDER assumes sole responsibility for having his BID deposited on time at the place specified.

4. All information required by Invitation to BID, SPECIFICATIONS, and BID OFFER, in connection with each item against which a BID is submitted, must be given to constitute a regular BID.
5. The submission of a BID will be construed to mean that the BIDDER is fully informed as to the extent and character of the supplies, materials, equipment and associated technical assistance required and a representation that the BIDDER can furnish the supplies, materials, equipment and associated technical assistance satisfactorily in complete compliance with the SPECIFICATIONS.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the SPECIFICATIONS must be set forth in space provided in the BID for this purpose.
7. Prices and information required, except signature of BIDDER, should be type-written for legibility. Illegible or vague BIDS may be rejected. All signatures must be written. Facsimile, printed, or type-written signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the TOWN is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificate forms, if required, shall be provided by the BIDDER for execution by the TOWN.
9. In all SPECIFICATIONS, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the TOWN as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, BIDDER must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of item he proposes to furnish. Otherwise, BID will be construed as submitted on the identical item as specified.
10. Prices shall be net, including transportation and delivery charges fully prepaid by the SUCCESSFUL BIDDER to destination indicated in the BID OFFER, unless otherwise noted in the SPECIFICATIONS. If award is made on any other basis, transportation charges must be prepaid by the SUCCESSFUL BIDDER and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
11. Each BIDDER submitting a BID to the TOWN for the work contemplated by the Documents on which bidding is based shall execute and attach thereto, the Non-Collusive Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any BID submitted.
12. All BIDS must be sealed. All BIDS must be submitted in a plain opaque envelope addressed to the Office of the Town Manager, 15 Gilead Street, Hebron, Connecticut 06248. Bidders shall clearly mark the envelope with "BID #2021-01" and the project name plus date and time of BID opening as indicated on the Invitation to Bid. BIDS must not be attached to or enclosed in packages containing BID samples. Telefaxed or e-mailed BIDS will not be considered. Telephoned quotations or amendments will not be accepted at any time.

13. No interpretation of the meaning of the SPECIFICATIONS or other CONTRACT DOCUMENT will be made to any single BIDDER orally. Every request for such interpretation should be in writing, addressed to the TOWN, and received by the TOWN not later than five (5) business days prior to the date fixed for the opening of BIDS. Notice of any and all such interpretations and any supplemental instructions will be sent to all BIDDERS of record by the TOWN in the form of addenda to the SPECIFICATIONS. All addenda so issued shall become a part of the CONTRACT DOCUMENTS.
14. If the SPECIFICATIONS so state, then the SUCCESSFUL BIDDER may be required to execute an agreement in relation to the performance of his Contract, such agreement to be executed by the BIDDER within fifteen (15) calendar days after notification to execute such Contract.

SAMPLES

15. All SPECIFICATIONS are minimum standards; and accepted BID samples do not supersede SPECIFICATIONS for quality unless BID sample is superior, in which case deliveries must be the same identity and quality as accepted BID sample.
16. The TOWN reserves the right to request a representative sample of the item quoted upon, either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the SPECIFICATION, the TOWN may reject the BID; or, if award has been made, cancel the Contract at the expense of the SUCCESSFUL BIDDER.
17. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, BID may not be considered. If samples are requested subsequent to BID opening, they shall be delivered within ten (10) calendar days of the request, or as directed, for BID to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the BIDDER desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The TOWN will not be responsible or liable for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the BIDDER at his sole expense. Samples not removed within fifteen (15) calendar days after written notice to the BIDDER will be regarded as abandoned and the TOWN shall have the right to dispose of them as its own property.
18. When a SPECIFICATION indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the TOWN. Failure on the part of the BIDDER to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, SPECIFICATIONS, etc.

AWARD

19. Awards will be made to the BIDDER, who, in the Town's sole discretion, will best promote the public interest, taking into consideration the reliability of the BIDDER, the quality of the materials, equipment, or supplies to be furnished, their conformity with the SPECIFICATIONS, the purposes for which required, and the terms of delivery.
20. Award will be made based on the Total BASE BID. However, if the Total BASE BID does not exceed the amount of funds then established by the Town as available to finance the Contract, the Town may add Bid Item(s) starting with Bid Item #2, and then if funds are

still available Bid Item #3 in addition to Bid Item #2, as they require, producing a net amount which is still within the available allocated funds for the Contract.

21. The TOWN reserves the right, in its sole discretion, to reject all BIDS in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the TOWN will be served. Also reserved is the right to reject BIDS and to purchase items on State contract if such items can be obtained on the same terms, conditions, SPECIFICATIONS, and at a lower price.
22. The TOWN reserves the right to make awards within sixty (60) calendar days after the date of the BID opening during which period BIDS may not be withdrawn unless the BIDDER distinctly states in his BID that acceptance thereof must be made within a shorter specified time.

CONTRACT

23. Each BID will be received with the understanding that the acceptance thereof in writing by the TOWN to furnish any or all of the items described therein shall constitute a Contract between the SUCCESSFUL BIDDER and the TOWN. Contract shall bind the SUCCESSFUL BIDDER on his part to furnish and deliver at the prices and in accordance with the conditions of his BID. Contract shall bind the TOWN on its part to order from such SUCCESSFUL BIDDER (except in the case of emergency) and to pay for at the Contract prices, all items ordered and delivered, unless otherwise specified.
24. The placing in the mail or e-mail of a Notice of Award or purchase order to a SUCCESSFUL BIDDER, to the address given in his BID, will be considered sufficient notice of acceptance of Contract.
25. If the SUCCESSFUL BIDDER fails to deliver within the time specified, or within reasonable time as interpreted by the TOWN, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the TOWN, the TOWN may purchase from other sources to take the place of the item rejected or not delivered. The TOWN reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the SUCCESSFUL BIDDER agrees to reimburse the TOWN promptly for excess costs occasioned by such purchases, including reasonable administrative expenses and attorney's fees. Should the cost be less, the SUCCESSFUL BIDDER shall have no claim to the difference. Such purchases will be deducted from Contract quantity.
26. A Contract may be canceled at the SUCCESSFUL BIDDER's expense upon nonperformance of Contract.
27. If the SUCCESSFUL BIDDER fails to deliver as ordered, the TOWN reserves the right to cancel the Contract and purchase the balance from other sources at the SUCCESSFUL BIDDER's expense, including reasonable administrative expenses and attorney's fees.
28. When materials, equipment, or supplies are rejected, they must be removed by the SUCCESSFUL BIDDER from the premises of the TOWN within five (5) calendar days of notification. Rejected items left longer than five (5) calendar days will be regarded as abandoned, and the TOWN shall have the right to dispose of them as its own property.
29. No items are to be shipped or delivered until receipt of an official order from the TOWN.

30. It is mutually understood and agreed that the SUCCESSFUL BIDDER shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or his right, title, or interest therein, or his power to execute such Contract, to any person, company, or corporation, without the previous written consent of the TOWN.

GUARANTEES BY THE SUCCESSFUL BIDDER

31. The SUCCESSFUL BIDDER warrants and guarantees:
- (a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit with same or better materials or workmanship as particularly described in this BID.
 - (b) That all deliveries will be equal to the accepted BID sample, as applicable.
 - (c) Since the TOWN will rely on the expertise of the BIDDER to fabricate the bridge superstructure components, the SUCCESSFUL BIDDER must offer a warrantee that the product offered complies with the requirements of the SPECIFICATION, and that said product has been manufactured in a good and workmanlike manner and is fit for the purpose for which it will be used. Such guarantee shall continue for such period of time as is provided by Connecticut law for liability under the legal theory of either product liability and/or breach of warranties. Any merchandise provided under the Contract which is or becomes defective during the guarantee period shall be replaced by the SUCCESSFUL BIDDER free of charge with the specific understanding that all requirements shall carry the same guarantee as the original material, (from the date of acceptance of the replacement). The SUCCESSFUL BIDDER shall make any such replacement immediately upon receiving notice from the TOWN.

The SUCCESSFUL BIDDER shall provide a certificate of insurance as evidence of current statutory Workers' Compensation insurance, Auto insurance covering owned, hired, non-owned vehicles with at least \$1,000,000 limit, General Liability insurance in the amount of at least \$1,000,000/\$2,000,000 aggregate, and professional liability in the amount of \$1,000,000 per claim and in the aggregate, to indemnify per contract, for liability incurred by a defective product or breach of warrantee of fitness. Moreover, said BIDDER shall agree to maintain such insurance for such future period as liability continues under the pertinent Connecticut statutes of limitations. Town shall be added to the General Liability and Auto policies as additional insured. The insurance of the SUCCESSFUL BIDDER shall be primary to the insurance of the Town. Any insurance available to the Town shall be secondary and non-contributory. Proof of the Town's additional insured status shall be evidenced by an endorsement acceptable to the Town.

INDEMNIFICATION

32. To the fullest extent permitted by law, the SUCCESSFUL BIDDER shall indemnify and hold harmless the Town, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the SUCCESSFUL BIDDER, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations

of indemnity that would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of the SUCCESSFUL BIDDER, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the SUCCESSFUL BIDDER or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

DELIVERY

33. Delivery must be made as ordered and in accordance with the SPECIFICATIONS. If delivery instructions do not appear in the SPECIFICATIONS, it will be interpreted to mean prompt delivery (not to exceed thirty (30) calendar days) unless otherwise agreed to by the Town. The decision of the TOWN as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the SUCCESSFUL BIDDER. Failure to deliver because of delayed payment or for any other reason except that described in Paragraph 42 will be cause for open market purchase at the expense of the SUCCESSFUL BIDDER.
34. The TOWN will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the TOWN shall govern.
35. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
36. The SUCCESSFUL BIDDER shall be responsible and liable for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The TOWN will note for the benefit of the SUCCESSFUL BIDDER when packages are not received in good condition.
37. The SUCCESSFUL BIDDER shall assume liability and responsibility to insure materials to the point of delivery and acceptance by the TOWN, as specified by the TOWN.
38. Unless otherwise stated in the SPECIFICATIONS, all items must be delivered into and placed at a location as directed by the shipping instructions or the agent for the TOWN. The SUCCESSFUL BIDDER will be required to furnish proof of delivery in every instance.
39. Unless otherwise stated in the SPECIFICATIONS, unloading and placing of the equipment and/or product in accordance with Paragraph 38 herein, is the responsibility of the SUCCESSFUL BIDDER, and the TOWN accepts no responsibility for unloading and placing of equipment or products. Any costs incurred due to the failure of the SUCCESSFUL BIDDER to comply with this requirement will be charged to the BIDDER. No help for unloading will be provided by the TOWN and suppliers should notify their truckers accordingly.
40. Payment will be made only after the product provided by the SUCCESSFUL BIDDER has been inspected, approved and accepted by the TOWN's duly authorized representative, has been unloaded and stored on TOWN property, and after correct presentation of vouchers obtained from the TOWN.

41. Payment of any voucher shall not preclude the TOWN from making claim for adjustment should the product provided by the SUCCESSFUL BIDDER be found not to have been in accordance with General Conditions and SPECIFICATIONS.

SAVING CLAUSE

42. Neither the SUCCESSFUL BIDDER nor the TOWN shall be held responsible to the other for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within its control which by the exercise of reasonable diligence it is unable to prevent.

END OF SECTION

TOWN OF HEBRON, CONNECTICUT
TECHNICAL SPECIFICATIONS
FOR
PURCHASE CONTRACT BID #2021-01
FURNISHING A FIBER REINFORCED POLYMER (FRP) COMPOSITE TRAIL BRIDGE
SUPERSTRUCTURE
FOR
RAYMOND BROOK PRESERVE PHASE II TRAILS

I. SUBMITTALS

A. By BIDDER:

1. Bid Offer.
2. Affidavit of Compliance.
3. Non-Collusive Affidavit of Proposer.
4. Certificate of Insurance evidencing products liability insurance to the minimum limit of liability specified in the General Conditions, and other insurances as specified in the GENERAL CONDITIONS.
5. Preliminary Engineering Drawing(s) for evaluation by the Owner. Said drawing(s) shall show at least a typical transverse section, elevation and plan of the proposed superstructure, with corresponding dimensions, and shall indicate proposed materials.
6. Manufacturer shall be an ISO 9001:2015 accredited company for the design and manufacture of FRP structural components and systems. Manufacturer shall have been in the business of design and fabrication of FRP bridges for a minimum of ten (10) years. Provide a list of five (5) successful FRP bridge projects, of similar construction to the subject project, each of which has been in service at least three (3) years. List the location, bridge size, and owner contact information for each bridge.

B. By SUCCESSFUL BIDDER:

1. Submit to Owner by e-mail, for review and approval, the following:
 - a. Superstructure design computations and shop drawings prior to production of fiber reinforced polymer (FRP) composite components, signed and sealed by a civil or structural professional engineer registered in the state in which the project is located. Shop drawings shall show the entire superstructure including installation plans and details, bearing configuration plans and details for coordination with concrete abutments by others, and shall indicate fastener type, size, and location. Computations shall include bearing reactions for foundation design by the Owner.

- b. ALS grade certification prior to manufacture of timber components.
- c. Preservative certificate of compliance in accordance with AWPA Standard M6.
- d. An itemized list of equipment required for proper lifting and installation of packaged FRP components.

II. PRODUCTS

A. Unless specifically stated otherwise in the Contract Documents, all furnished materials, supplies and equipment shall be new.

B. Superstructure shall be an FRP composite through-truss span fabricated from pultruded FRP composite profiles and structural shapes, designed in accordance with the latest version of the: Standard Specifications for Highway Bridges, American Association of State, Highway and Transportation Officials (AASHTO); Guide Specifications for Design of FRP Pedestrian Bridges, First Edition, 2008, and; to the configuration and dimensions indicated herein.

- 1. Superstructure overall length is 65 ft.; clear span is 62 ft., and; clear width between railings is 6 ft. Superstructure will be set level and have no skew.
- 2. Bridge rail system shall be 42" high, designed for pedestrian loading per AASHTO. Rail system shall include 3" channel horizontal rails mounted on the inside of the truss with a 4" maximum vertical spacing between rails. Truss shall have "square ends" (in elevation view), not sloped ends, at the ends of the span.
- 3. Live load shall be 85 psf pedestrian loading nonconcurrent with a 10,000 lb. vehicle loading (H5 truck). Vehicle impact allowance is not required.
- 4. Other loading such as wind, snow and seismic shall be included in accordance with AASHTO and sustained loading evaluated for time dependent effects and expected recovery behavior.
- 5. Bridge to be precambered to eliminate initial dead load deflection.
- 6. Live load deflection limit = L/500.
- 7. Minimum vertical frequency without live load >5.0 Hz.
- 8. Minimum horizontal frequency without live load > 3.0 Hz.

C. FRP composite material

- 1. High-strength E-glass and isophthalic polyester resin, unless otherwise specified. Weathering and ultraviolet light protection shall be provided by addition of a veil to the laminate construction. Minimum characteristic design strength shall comply with ASTM D7290.
- 2. Minimum thickness of FRP composite shapes shall be as follows, unless otherwise specified:

Square tube members (closed type shape):	0.25 in.
Wide-flange beams, channel sections and angles (open type shapes):	0.25 in.
Standard plate:	0.25 in.

D. Wood decking

1. Nominal 3" x 12" No. 2 Southern Yellow Pine, kiln (or air) dried, treated with a waterborne preservative in accordance with the American Wood Preserver's Association for the intended use.

E. Fasteners

1. FRP bridge connections shall be classified as concentric bolt bearing and contain at least two (2) bolts for load transfer. Connections shall be determined via full section joint component testing. The FRP manufacturer shall provide test data showing joint configurations achieve all stipulated characteristic values when analyzed in accordance with ASTM D7290.
2. Fasteners shall be ASTM A307 hot-dipped galvanized steel. Mounting devices shall be galvanized or stainless steel.

F. Fabrication

1. Cutting and drilling of FRP material shall be performed by experienced fiberglass workers using carbide or diamond-tipped tooling to a tolerance of 1/16" per Code of Standard Practice, Industry Guidelines for Fabrication and Installation of Pultruded FRP Structures, 2012. No material deviations beyond industry standards will be accepted. Cut edges to be cleaned and sealed.
2. Pultruded profiles shall be manufactured to the dimensional requirements set forth in ASTM D3917 and the visual requirements set forth in ASTM D4385.
3. Finished FRP components shall be the manufacturer's standard color green.

G. Delivery

1. The FRP components shall be delivered freight-on-board (F.O.B.) to the project site in Hebron, CT in the summer of 2021. The exact date of delivery will be established by the Town with issuance of a purchase order. The site can be accessed from a rear lot gravel drive between 184 and 192 Millstream Road. At the site, the Owner will off-load the FRP components from the delivery vehicle(s) and inspect them. Upon Owner's approval, the FRP components will be accepted.
2. Notify the Owner at least fourteen (14) calendar days before delivery as to the exact date of delivery. Notify the Owner forty-eight (48) hours before delivery as to the exact time of delivery.
3. FRP components shall be packaged in a manner that will allow unloading with a forklift or small crane. Coordinate with Owner. Lift weights of packaged FRP components shall be provided to the Owner at least fourteen (14) calendar days before delivery.
4. If the Owner requires, lifting slings shall be furnished as required for proper unloading of materials. Lift locations shall be clearly marked, and protective

padding shall be provided to prevent damage to FRP components during transportation and unloading.

5. Provide manufacturer's technical representative for on-site instructions and technical assistance to the Owner during the period of **picking and setting** of the superstructure, from the location where it was erected, onto the abutments, subject to acceptance of this bid item by the Owner. This will occur at a later date from the unloading in paragraph G.6 below (see Bid Offer, Schedule of Bid Prices, and General Conditions #20).
6. Provide manufacturer's technical representative for on-site instructions and technical assistance to the Owner for **unloading and storage** of the FRP components, subject to acceptance of this bid item by the Owner (see Bid Offer, Schedule of Bid Prices, and General Conditions #20).

H. Warranty

1. Warrant the structural integrity of all FRP materials, design and workmanship for a minimum of 15 years.
2. The quality of materials, the process of manufacture and the finished FRP components shall be subject to inspection and approval by the Owner. Defective components will be cause for rejection as determined by the Owner.

END OF TECHNICAL SPECIFICATIONS