



INVITATION FOR BID

TOWN OF STRATFORD, CONNECTICUT

The Town of Stratford CT and the Office of the Purchasing Agent, will receive SEALED BIDS for:

BID #2015-043 Athletic Field Improvements at Wilcoxson School
600 Wilcoxson Avenue, Stratford, CT

Due: 3:00 PM August 14, 2015
Stratford Town Hall
Purchasing Department – Rm 202
2725 Main Street
Stratford, CT 06615

The scope of work involves the renovation of a natural grass baseball field, installation of angled on street parking stalls along Beacon Street, bituminous and stone dust walkways, fencing, removable bollards, and other appurtenances.

The Instructions to Bidders, Bid Form, Contract Documents, Plans and Specifications, and Forms of Bid Bonds may be examined and obtained at the Office of the Purchasing Agent, Town of Stratford, 2725 Main Street, Stratford, CT. All Addenda will be posted on the town website (www.townofstratford.com) up to 48 hours before the bid opening and it is the contractor's responsibility to check the website often for addenda.

The Town of Stratford is an equal opportunity employer, and requires an Affirmative Action Policy for all its Contractors and Vendors, as a condition of doing business with the Town as per Federal Order 11246.

Each bidder must deposit with his bid, security in the amount of five (5%) of the total bid and subject to the conditions provided in the Instructions to Bidders and Bid Proposal.

The Town of Stratford reserves the right to reject any or all bids, or to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the bidding if, in its opinion, it would be in the best interest of the Town of Stratford to do so. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Town of Stratford, Connecticut
Michael Bonnar
Purchasing Agent

**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

Standard Instructions, Conditions and Reservations For Bids

on the

Athletic Field Improvements at Wilcoxson School
600 Wilcoxson Avenue
Stratford, Connecticut 06615

Bid #2015-043

The Town of Stratford, Connecticut, through the Office of the Purchasing Agent, will receive SEALED BIDS for **Athletic Field Improvements at Wilcoxson School, 600 Wilcoxson Avenue, Stratford, Connecticut**, as outlined in the accompanying specifications, in accordance with the following instructions, conditions and reservations:

A. CLOSING DATE:

Bids will be received by the Office of the Purchasing Agent by 3:00 PM, August 14, 2015, at which time they will be publicly opened and read. All bidders are invited to attend this public opening in the Council Chambers, Town Hall, Town Hall, 2725 Main Street, Stratford, Connecticut.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids, or any authorized postponement thereof. Any bids received after the date and time specified SHALL NOT be considered.

B. INSTRUCTIONS:

Bids must be submitted on the enclosed bid forms. All forms must be filled out completely. All bids must be addressed to the attention of the Purchasing Agent, sealed and with the appropriate bid number and closing date noted above. Bids may be mailed or submitted in person at the Office of the Purchasing Agent, Room 202, Town Hall, Stratford, Connecticut, 06615. **Bidders are hereby notified that: your name on the bid form and bid bond, and, if the contract is awarded to you, on the contract document, the insurance certificate must be identical to your name as it appears on your incorporation or organization papers on file in the Office of the Secretary of the State. Failure to heed this instruction may contribute to rejection of your bid.**

C. CONDITIONS:

Each bidder must provide a bid guarantee equivalent to five (5%) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his bid, execute the contractual documents as required within the time specified.

The successful bidder will be required to post a 100% performance bond and a separate 100% payment bond.

The successful bidder must furnish proof of adequate insurance coverage, with a carrier having at least an AM Best Company rating of B+ or better and in a form acceptable to the Town of Stratford, as follows:

- a. Evidence of insurance, NAMING THE AGENTS, SERVANTS & EMPLOYEES OF THE TOWN OF STRATFORD, AS ADDITIONAL INSURED, and
- b. Holding the Town of Stratford, it's agents, servants and employees harmless from all claims and liability for damage for Bodily Injury, including Accidental Death, and for property damage which may arise from the performance of this contract.
- c. The insurance company shall give the additionally insureds 30 day notice prior to termination, cancellation or modification of coverage.
- d. Failure or neglect on the part of the successful bidder to provide the required Insurance Certificate within two weeks of the date of notification may be considered by the Town as proof that the contractor is unable to fulfill the contract, and, in this event, the award will be made to the next lowest bidder.

D. GENERAL BID INFORMATION:

Basis of Bid: All prices must include all costs involved in providing the services as outlined in the accompanying Bid document, including labor, equipment and materials for the complete design and construction of the project. No additional costs will be considered by the Town unless explicitly stated in the bid proposal.

Method of Award: Award will be made to the lowest responsible bidder meeting the requirements and conditions of this Bid.

Taxes: Since the Town of Stratford is exempt from all taxes, no charges for taxes of any kind should be included in your bid or on any invoices to the Town.

Payment: Payment will be made upon acceptance of the completed work by an authorized representative of the Town of Stratford.

E. RESERVATIONS:

1. RESERVATIONS:

The Town of Stratford may consider informal any bid not prepared and submitted in accordance with the provisions herein stated.

The Town of Stratford reserves the right to reject any or all bids or to accept the lowest responsible bidder, and to waive any informalities, omission, excess verbiage, or technical defects in the bidding if, in its opinion, it would be in the best interest of the Town of Stratford to do so. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

F. OTHER PROVISIONS:

All interested parties shall make arrangements to visit the site(s) prior to the submission of a bid in order to familiarize themselves with existing conditions. Failure to visit the site(s) shall not relieve the contractor of their responsibility under the terms of any subsequent contract.

The Town reserves the right to cancel any subsequent contract at any time should the quality of workmanship prove unsatisfactory. Ten (10) days notification by the Town shall be provided in the event of such cancellation.

G. RIGHT TO TERMINATE:

The Town of Stratford reserves the right to terminate the contract for cause, convenience and/or loss of grant funds.

H. PROPERTY TAX VERIFICATION:

The Town of Stratford, under Connecticut law (Section 12-146b) will withhold payments to contractors who provide services or products to the Town but who owe delinquent property taxes to the Town. Property taxes include taxes on personal property, real property and motor vehicles.

I. ELIGIBILITY TO BID:

The contractor shall certify that they are eligible to bid on this project and that they are not a party that is excluded from Federal procurement or non-procurement programs and from receiving Federal contracts. This certification shall also be required of any subcontractor that may be included on the project.

J. NON-COLLUSIVE BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in a case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

K. APPLICABLE LAWS

The contractor further represents and warrants that he is familiar with all Federal, State and Municipal laws, ordinances and regulations which in any way may affect the work of those employed therein.

INSURANCE REQUIREMENTS

TOWN OF STRATFORD, CONNECTICUT

- A. General Liability
Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.
- B. Automobile Liability
Combined single limit of \$1,000,000, or a limit of liability for Bodily Injury of \$1,000,000 per person and Bodily Injury of \$1,000,000 per accident and a Property Damage limit of \$1,000,000 each accident. Underinsured Motorist Coverage of \$1,000,000 for Bodily Injury caused by an accident and including but not limiting coverage to the ownership, maintenance or use of an uninsured motor vehicle, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The State of Connecticut shall be listed as an additional insured. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.
- C. Workers Compensation
The proposer must have workers' compensation and employers' liability insurance as required by Connecticut and federal law, plus employers' liability limits for Bodily Injury by accident of at least \$100,000, \$100,000 Bodily Injury by disease for each employee and \$500,000 disease policy limit.
- D. Umbrella Liability
The proposer shall have a minimum coverage of \$3,000,000 excess umbrella coverage, naming the Town as additional insured.
- E. Professional Liability
The proposer must maintain an Appraiser's Professional Liability Insurance policy with an occurrence limit \$1,000,000 and an aggregate limit \$2,000,000. Any deductible applicable to a claim must be noted on the certificate of insurance.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two (2) weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any

and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

SPECIMEN
CONTRACT

This AGREEMENT, made this ____ day of _____, 20__ A. D. by and between the TOWN OF STRATFORD, in the County of Fairfield, a municipal corporation of the State of Connecticut, party of the first part, and _____ a corporation with its principal place of business in _____ party of the second part, (hereinafter called Contractor).

WITNESSETH. That for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST. The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day." The contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, and known as CONTRACT NO. _____

and described in the Plans and Specifications made and prepared by the Engineering Department of the Town of Stratford, in the County of Fairfield, and in the Contract Documents forming a part of this Contract, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, advertisement, and the Contractor's proposal all of which plans, drawings, specifications, advertisement, proposal and other Contract Documents are made a part hereof, to the same extent as though the same were herein expressly written, and under the supervision of the Town Engineer of the Town of Stratford.

SECOND. In consideration of the contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Stratford covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions, Supplemental General Conditions, Special Conditions, Connecticut Department of Transportation Form 816 to the extent that such applies to this project, and Special Provisions in the Proposal, which are made a part of this Contract.

THIRD. The Contractor agrees to indemnify and hold harmless the Town of Stratford, its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this contract, and shall indemnify and insure the Town of Stratford in the manner more particularly set forth in the Insurance Requirements, which are made part of this Contract.

IN WITNESS WHEREOF, the Town Council of the Town of Stratford, in the County of Fairfield has authorized the Corporate Seal of the Town of Stratford to be hereto affixed and this Contract to be signed by the Mayor and that same attested to by the Town Clerk and the

Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

ATTEST:

TOWN OF STRATFORD

By: _____
Town Clerk

By: _____
John Harkins, Mayor

Date: _____

ATTEST:

CONTRACTOR

By: _____
Secretary

By: _____

Name, Title

Date: _____

**ACKNOWLEDGMENT BY SECRETARY
OF CORPORATE CONTRACTOR**

State of Connecticut)
)
County of _____)

ss: _____

Be it remembered that on this ____ day of _____, 20__ personally appeared _____ who, being first duly sworn, deposes and says:

1. He is the secretary of _____ the contractor
(Name of Corporation)
named in the foregoing contract.

2. He well knows the seal of said corporation and the seal affixed to the contract is in fact the seal of the corporation

3. The seal was affixed and the contract signed and delivered by

(Name of Officer Who Signed)
who was, on the date of signing, the _____ of the corporation,
(Title of Officer Who Signed)
and who acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the corporation.

4. The contract was signed and the corporate seal affixed in the presence of deponent who subscribed the contract as an attesting witness to the execution thereof.

SECRETARY

SUBSCRIBED AND SWORN TO, BEFORE ME:

NOTARY PUBLIC
MY COMMISSION EXPIRES:

(seal)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

State of Connecticut)
)
County of _____)

ss: _____

Be it remembered, that on this ____ day of _____, 20__ before me the subscriber _____ personally appeared _____ who, I am satisfied _____ the _____ mentioned in the within _____ Instrument, to whom I first made known the content thereof, and thereupon acknowledge that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed.

Notary Public

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT
My Commission Expires: _____

**ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL
DOING BUSINESS UNDER TRADE NAME**

State of Connecticut)
)
County of _____)

ss: _____

Be it remembered, that on this _____ day of _____, 20____ before me the subscriber
_____ personally appeared
_____ who, I am satisfied
_____ the _____ mentioned
in the within Instrument, to whom I first made known the content thereof, and thereupon
_____ acknowledged that _____ signed,
sealed and delivered the same as _____ voluntary act and deed,
for the uses and purposes therein expressed.

Notary Public

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT.
My Commission Expires: _____

SPECIMEN
PERFORMANCE AND LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ of _____ (hereinafter called the Principal) as Principal, and a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the TOWN OF STRATFORD as Obligee, in the sum of \$ _____ lawful money of the United State of America, for the payment of which, well and truly to be made to the Obligee, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Delivered this ____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION is such that Whereas said Principal has entered into a certain written contract with said Obligee, dated the ____ day of _____, 20__, which contract provides for the construction of _____, and which contract, together with all plans and specifications now or hereafter made in extension, modification or alteration thereof, are incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform, and execute all the terms, conditions, and stipulations of the bid contract on his (its) part to be kept, performed, and executed according to the provisions of said contract and shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real property, and shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duly imposed upon the Principal by said Contract at the time and in the manner therein specified or to pay for all such materials furnished and labor supplied or performed, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of said Contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and the Surety, or either of their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, notice to the surety of any such alterations, extensions or forbearance being hereby specifically and absolutely waived.

AND FURTHER PROVIDED that any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the Obligee, prosecute the same to a final judgment and have execution thereon for such sum or sums as may be justly due, provided, however, that the Obligee shall not be liable to furnish counsel nor to pay any costs or expenses of any such suit.

IN WITNESS WHEREOF, _____,
(Principal) has hereunto affixed his hand and seal causes this Instrument to be signed by _____, its _____ (Title) duly authorized, and its corporate seal to be hereunder affixed, and has caused this Instrument to be signed by _____

_____ its _____ (Title) duly authorized and its corporate seal to be here unto affixed this ____ day of _____, 20__.

WITNESSED:

(SEAL)

PRINCIPAL

By: _____

ITS

SURETY

CERTIFICATE OF INSURANCE

_____ hereby
certifies _____ have
submitted to the _____ Proof of Carriage of
(Name of Municipality)
Insurance in the form required by the Contract Specifications.

CONTRACTOR

WITNESS

CERTIFICATE OF TOWN ATTORNEY

I, the undersigned _____ the duly authorized and, acting legal representative of and counsel to the Town of Stratford do hereby certify as follows:

I have examined the foregoing Contract, Performance Bond, Payment Bond, Insurance Policies and Certificates, the General Terms and Conditions of the Contract Specifications and the manner of the execution thereof. I am of the opinion that the aforesaid documents constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

ATTORNEY

Date: _____

**ACKNOWLEDGMENT BY
MANAGING MEMBER OF LLC**

State of Connecticut)

)

ss: _____

County of _____)

Be it remembered that on this ____ day of _____, 20__ personally appeared _____ who, being first duly sworn, deposes and says:

1. S/he is a Managing Member of _____ the contractor named in the foregoing contract. (Name of Company)
2. S/he well knows the seal of said LLC and the seal affixed to the contract is in fact the seal of the LLC.
3. The seal was affixed and the contract signed and delivered by _____ (name of member who signed) who was on the date of signing a Managing Member of the Company and who acknowledged that s/he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the Company.
4. The contract was signed and the seal affixed in the presence of deponent who subscribed the contract as an attesting witness to the execution thereof.

MANAGING MEMBER

SUBSCRIBED AND SWORN TO, BEFORE ME: _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(seal)

SPECIMEN
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ (Bidder's Name)
as Principal and _____ (Name of Surety) as Surety are hereby
held and firmly bound unto _____

_____ in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to a
certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for
the _____.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or, in the alternate,

- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (Properly completed in accordance with said Bid) and
shall furnish a bond for his faithful performance of said Contract and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall in
all other respects perform the agreement created by the acceptance of said bid,

then, this obligation shall be void, otherwise the same shall remain in force and effect, it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for
value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall
be in no way impaired or affected by any extension of time within which the Obligee may accept
such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have to be signed by their proper officers, the day and year
first set forth above.

By: _____ (L.S.)
PRINCIPAL

SURETY

By: _____

(SEAL)

SPECIMEN
CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of _____

duly authorized to do business in the State of Connecticut, and agree to furnish to _____

a surety bond for the faithful performance of any and all provision contained in the
Specifications and Contract. The maximum amount that we will be surety for is \$_____.

SURETY COMPANY OR AGENT

ATTEST:

WITNESS

THE TERMS OF THE SURETY COMPANY FOR FURNISHING THE BOND ARE HEREBY
ACCEPTED.

NAME OF BIDDER

BY: _____
TITLE

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.

**STATEMENT OF COMPLIANCE WITH BIDDING
REQUIREMENTS**

_____ hereby
certify that _____ have furnished all
information required in the Proposal Form and the following have been executed:

1. BID BOND
2. CERTIFICATE OF SURETY

NAME OF BIDDER

By: _____

TITLE

WITNESS

IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }

}

ss: _____

County of _____ }

_____ being first duly
sworn, deposes and says that:

- 1) He is _____ of _____, the Bidder that has submitted the attached Bid:
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of the Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the Town of Stratford owner, or any other person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

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

(Title)

My Commission Expires _____

(Signed) _____

(Title) _____

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

(Title)

My Commission Expires _____

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated ____ of _____, 2010 and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Labor and Material BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

Your are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20__.

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By this the _____ day of _____, 20__

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____ Date: _____
_____ Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20__, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

OWNER
By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged
By: _____

This the _____ day of _____ 20____
By: _____
Title: _____

CHANGE ORDER

ORDER NO. _____

DATE: _____

AGREEMENT DATE: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: _____

Original CONTRACT PRICE: _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:
\$ _____

The new CONTRACT PRICE due to this CHANGE ORDER will be
\$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope of objective of the PROJECT, or any may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested By: _____

Recommended By: _____

Ordered By: _____

Accepted By: _____

Federal Agency Approval (where applicable) _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned,
_____(Contractor) as Principal, and
_____, as Surety, are held and firmly bound unto
the Town of Stratford, Connecticut, hereinafter called the "Town", in the final sum of
_____Dollars (\$) lawful monies of the United States for the payment of
which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an
Agreement, dated _____, 20__ for the Contract _____

NOW, THEREFORE, the Principal agrees to maintain the work completed in the contract, stated above, for
a period of twelve (12) months from the date of Final Payment and issuance of a Certificate of Completion,
without additional costs to the Town. Failure to comply with such required work shall constitute a violation
and all monies covered by this Bond shall become payable to the Town.

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

In the presence of:

_____(Seal)
(Individual Principal)

(Business Address)
_____(Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

Attest:

By: _____

(Corporate Surety)

(Seal)

Countersigned By: _____

Power-of-Attorney for Persons signing Surety Company must be attested to Bond.

**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

BID FORM

RE: Bid #2015-043

Due 3:00 PM, August 14, 2015

The undersigned hereby proposes to furnish all materials, labor and equipment, and to perform all work necessary and required for **Athletic Field Improvements at Wilcoxson School, Stratford, Connecticut**, in accordance with the specifications as herein included.

The undersigned further understands and agrees that he is to furnish and provide all necessary material, machinery, plants, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Base Bid stated, modified by such quantity or material additions or deletions, if any, as are necessary to complete the project with the funds available.

TOTAL BASE BID – Athletic Field Improvements, Parking and Other Associated Improvements:

The Complete Project _____ Dollars (\$ _____ .00).
(written figure)

SCHEDULE - The undersigned shall include a detailed project schedule with the bid form. Construction is to begin on August 18, 2015 and substantial completion shall be approved no later than August 28, 2015. The undersigned, if notified of the acceptance of this Proposal within thirty (30) days of the date set for receiving bids, agrees that the schedule shall become part of the executed Contract.

CONTRACT - The undersigned, if notified of the acceptance of this Proposal within thirty (30) days of the date set for receiving bids, agrees to execute a Contract in the form and manner set forth herein.

PERFORMANCE - LABOR AND MATERIAL PAYMENTS BONDS - The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) days after notification of such award, in addition to the above Contract, the Performance and Labor and Materials Payment Bonds in the form and manner set forth herein.

ADDENDA - The undersigned acknowledges receipt of the following Addenda and he agrees that he is bound by all Addenda whether or not listed herein:

<u>Addendum No.</u>	<u>Date of Addendum</u>
_____	_____
_____	_____

CONTRACTOR'S QUALIFICATIONS - To induce the making of this Contract, the Contractor shall attach AIA Form A305, Contractor's Qualification Statement (provided herein), to this document as evidence of contractor's qualifications to perform the work herein specified. Failure to submit this form with your bid will render your bid invalid.

SUBCONTRACTORS - The acceptance of subcontractors shall rest with the Owner and its decision shall be final. If the undersigned proposes to employ subcontractors, he shall attach a list of them to this document and it shall contain their name, address, and work/material to be furnished by them.

NON-COLLUSIVE BIDDING - By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in a case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

APPLICABLE LAWS - The contractor further represents and warrants that he is familiar with all Federal, State and Municipal laws, ordinances and regulations which in any way may affect the work of those employed therein.

BID SECURITY - The undersigned submits herewith, as bid security, a certified check or a bid bond, properly filled in, signed and notarized by the undersigned and the Surety, in the amount of not less than five percent (5%) of the "Total Bid Price." In case this proposal is accepted by the Owner and the undersigned refuses or neglects, within fifteen (15) calendar days of Notice of Award, to execute and deliver an agreement in the form provided herein, and to deliver executed performance and payment bonds in the amounts required and in the form prescribed herein, the amount of the bid security shall be forfeited and shall be paid to the Owner as liquidated damages.

ELIGIBILITY - The contractor by submitting this Bid Form hereby certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

As stated in 24 CFR Part 24, the contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of

Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the contractor is unable to certify to any of the statements in this certification, they shall attach an explanation to this proposal.

COMPLETION - The undersigned agrees to start work within 15 calendar days after authorization to proceed with the contract, **complete** renovations by **August 28** and achieve substantial completion of the entire project within **10 calendar days** after authorization to proceed.

ATTACHMENTS - Attached hereto is:

- a) **Bid Bond**
- b) **Contractor's Qualification Statement**
- c) **Proposed List of Subcontractors**
- d) **Contractor's Schedule**

Dated: _____, 2015

Bidder's Name: _____
(name of corporate entity and seal)

By: _____
(signature)

Name and Title: _____

Official Address _____

Telephone No.: _____

Fax No.: _____

Email: _____

Employer Federal ID No.: _____