

Instructions to Bidders

Project: Silver Lane Sidewalk and Pedestrian Bridge Project – Phase 1
CRDA Project #21-021

Location Sections of Silver Lane between Gold Street and Simmons Road in East Hartford, Connecticut

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LEGAL NOTICE – INVITATION TO BID**Silver Lane Sidewalk and Pedestrian Bridge Project
CRDA Project # 21-021
East Hartford, CT**

The Capital Region Development Authority (CRDA) is undertaking construction of new sidewalks and other street improvements along certain sections of Silver Lane in East Hartford. CRDA intends to enter into a contract with a qualified contractor to provide construction services for this project.

Sealed bids for the above project must be received by the CRDA at its satellite office at Pratt & Whitney Stadium, 615 Silver Lane, East Hartford CT 06118 (Attention: Kim Hart), by **11:00 AM on October 26, 2021**, after which time they will be publicly opened and read in a location to be determined at 615 Silver Lane in East Hartford.

The Silver Lane Sidewalk Construction Project – Phase 1 includes the construction of approximately 1,500 linear feet of bituminous sidewalk along Silver Lane between Gold Street and Simmons Road. In addition to the sidewalk construction, the project includes the construction of a bridge to carry the sidewalk over the Willow Brook, streetscape furniture and new bus shelter amongst other items.

Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at <http://das.ct.gov>, and the CRDA website http://www.cceda.net/about_us/rfps_contracts.html, and may be examined at the Capital Region Development Authority satellite office, 615 Silver Lane, East Hartford CT (contact Kim Hart at khart@crdact.net to schedule).

Bidders are advised that a good faith effort is required for participation in this project by State Certified Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

Bidders are advised that prevailing wages are not required on this project.

A mandatory pre-bid walk through will be held starting at the entrance gate to Pratt & Whitney Stadium, 615 Silver Lane, East Hartford, CT at **1:00 PM on October 5, 2021**.

CRDA reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of CRDA.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

PART 1 – PROJECT DESCRIPTION**1.1 PROJECT: Silver Lane Sidewalk and Pedestrian Bridge Project
CRDA Project #21-021**

**Sections of Silver Lane between Gold Street and Simmons Road in East Hartford,
Connecticut**

**1.2 DUE DATE: October 26, 2021
TIME: 11:00 AM****1.3 PROJECT DESCRIPTION**

The Silver Lane Sidewalk and Pedestrian Bridge Project includes the construction of approximately 1,500 linear feet of bituminous sidewalk along Silver Lane between Gold Street and Simmons Road. In addition to the sidewalk construction, the project includes the construction of a bridge to carry the sidewalk over the Willow Brook, streetscape furniture and new bus shelter amongst other items.

PART 2 – PROJECT SCOPE OF WORK & SCHEDULE

2.1 Scope -- This project includes, but is not limited to, all work required or inferred to complete the repair and construction of sidewalks and streetscape improvements, etc. as shown on the Silver Lane Project design documents and Project Manual and the following description of the scope of work:

- A. General Requirements as detailed in the Division 01 Specifications and including the following:
- a. Procuring all necessary roadway work and road closure permits necessary for construction. A Waiver of Claim must be filed on the land records. In particular an Encroachment Permit must be secured through DOT District 1. The design team has coordinated an initial review of the project drawings and addressed comments from the Department. Instructions for obtaining an Encroachment Permit are available at this website:
<https://portal.ct.gov/DOT/Permits/Highways/Encroachment-Permit>
 - b. Coordinate and schedule all required inspections; including, but not limited to, Town of East Hartford, DOT and DEEP.
 - c. Develop a comprehensive staging plan for the Owner's approval. Provide a monthly update of the approved staging plan or more often if required.
 - d. Develop a detailed critical path construction schedule for the Owner's approval.
 - e. Maintain overall construction sequence and staging in accordance with the approved staging plan and construction schedule.
 - f. Provide overall utility coordination and scheduling of inspections.
 - g. Provide traffic control as needed.
 - h. Provide temporary facilities, including temporary power necessary to complete the Work.
 - i. Provide temporary signage, barricades and fencing as required to maintain a safe and secure site. All open excavations must be protected with hard fencing.

- j. Coordinate construction operations included in various sections of the Project Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - k. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - i. Preparation of schedules.
 - ii. Delivery and processing of submittals, shop drawings and required product data.
 - iii. Attend Pre-Construction Conference
 - iv. Attend Biweekly Progress meetings with the Owner and Engineer.
 - v. Provide photo documentation
 - vi. Implement a quality Control Program
 - vii. Develop a site-specific safety program
 - viii. Prepare daily construction reports
 - ix. Project closeout activities.
 - l. Environmental Protection: After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Engineer to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to details of environmental protection. Comply with applicable regulations and these specifications. Preserve the natural resources within the Project boundaries and outside the limits of permanent Work performed under this Contract in their existing condition or restore to an equivalent or improved condition as approved by CRDA.
 - m. Provide and maintain the Project Sign.
 - n. Provide as-built drawings
 - o. Comply with requirements outlined in environmental permits. Applications for a Flood Management Certification and Wetland Permit from DEEP are pending. .
- B. Land Clearing and Site Preparation
- a. Provide field engineering, including survey for stake out. Owner will provide three (3) control points for the Silver Lane Sidewalk and Pedestrian Bridge Project.
 - b. Locate and protect existing trees to remain.
 - c. Locate and protect existing utility services to remain within the Limit of Construction, including, overhead and subsurface electrical cables, sanitary and storm sewer systems, water and gas service, utility poles, and telephone, security and communications lines.
 - d. The approximate Limits of Construction for the Silver Lane Sidewalk and Pedestrian Bridge Project is the area required to grade and construct the proposed sidewalk and bridge.
 - e. Complete clearing and grubbing within Limits of Construction as required to complete the scope of work including removal of trees, tree stumps and vegetation. Approximate limits are illustrated on the construction plans.

- f. Site Demolition – Remove and properly dispose of debris from project site, including saw cutting, and demolition of miscellaneous structures.
 - g. Install and maintain temporary construction entrance and erosion control devices, including dust control and street sweeping as needed on a daily basis.
 - h. Rough grade area within the Limits of Construction as defined in 2.1.B.d & e above as required.
- C. Site Finishes
- a. Furnish and install approved soil and aggregate materials for subgrade, subbase and base for sidewalks, driveway aprons, curbing, sidewalk, utility structures, etc. Reset manholes, gate boxes, pull boxes, etc. to match proposed grades as needed.
 - b. Furnish and install bituminous curbing as shown.
 - c. Furnish and install bituminous concrete sidewalks, concrete handicapped ramps, including ADA warning detectors.
 - d. Provide topsoil, fine grade seed and mulch.
- D. Project Close-Out
- a. Following completion of the work, remove all temporary erosion control devices and temporary facilities.
 - b. Assist the Engineer in preparation of as-built drawings.
 - c. Complete all required close-out documents

2.2 Project Schedule –

- A. Mobilize within two weeks of Contract Award.
- B. Complete all Work within six (6) months beginning on date of Notice to Proceed. Time will not be charged for days in the winter shutdown period, except for time used in working on planting projects and other documents provide otherwise. If the Engineer so approves, the Contractor may work on the Project during the winter shutdown period with no charge being made against the contract time.
- C. Prepare a detailed critical path schedule and submit to the Owner for approval within fourteen (14) calendar days of Contract Award.

PART 3 – GENERAL INFORMATION

3.1 Definitions

- A. Addenda = written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Engineer (designer) = TranSystems, 530 Preston Avenue, Suite 100, Meriden, CT 06450
- C. Base Bid = total sum for which the Bidder offers to perform the Work described in the Bidding Documents.
- D. Base Contract = Scope of Work for all work identified on in the Contract Documents.
- E. Bid = complete and properly signed proposal to do the Work for the sums stipulated therein. A

- bid is considered complete if it is submitted according to the terms of the Bidding Documents.
- F. Bidder = person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- G. Bidding Requirements shall include:
1. The Invitation to Bid
 2. The Instructions to Bidders (ITB) including all Attachments and Schedules
 3. The Bid Form (including Addendum Acknowledgement and Subcontractor List)
 4. All Bid Documents and forms Listed in Attachment 1.
 4. Draft Contract attached here to as Attachment 3.
 5. Requirements of Schedule B.
 5. The Project Specifications dated September 21, 2021.
 6. The Silver Lane Sidewalk and Pedestrian Bridge Project Plans dated September 20, 2021.
- H. Contract Sum = equal to the Base Bid. The Contract Sum will be adjusted up or down by approved Contract Change Orders.
- I. Contract Documents =
1. The form of Agreement between the Owner and Contractor attached here to as Attachment 3.
 2. Conditions of the Contract (General, Supplementary and other Conditions).
 3. Signed and Sealed Bid Submission Documents
 3. Project Drawings by TranSystems dated September 20, 2021.
 4. Project Specifications by TranSystems dated September 21, 2021.
 5. Addenda issued prior to execution of the Contract.
- J. Contractor as used in the ITB = the Successful Bidder.
- K. Invitation to Bid = The Invitation to Bid (abbreviated ITB) shall include the Legal Notice, Instruction to Bidders, Bid Form, Project Drawings and Project Manuals (Specifications) by Transystems, Addenda issued prior to the Bid Due Date and all related Exhibits, Attachments and other documents commonly referred to collectively as the Bid Documents.
- L. Limits of Construction = is the area in which the Work of this Contract will be performed as shown on the Silver Land Sidewalk Construction Project – Phase 1 sheets PLN-01 and PLN-03. Easements to be secured by the Town of East Hartford are included in Schedule C.
- M. Owner = Funds will be administered by the Capital Region Development Authority (CRDA), a quasi-public agency of the State of Connecticut. CRDA will hold the construction contract and oversee Construction. Where “Owner” appears in the ITB and contract documents, it shall generally refer to CRDA, but when referencing meetings and inspections, may also include representatives of the Town of East Hartford and State DOT.
- N. CRDA Designated Representative for Bid Administration = Kim Hart, khart@crdact.net
- O. Project = Silver Lane Sidewalk and Pedestrian Bridge = CRDA Project # 21-021
- P. Successful Bidder = a qualified bidder who has complied with all of the requirements of the Bid Documents and is the apparent low Bidder to whom CRDA makes an award.
- Q. Definitions established in the General Conditions of the Contract for Construction, or in

the other Contract Documents are applicable to the Bidding Documents.

3.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
1. The Bidder has carefully examined the Bidding Documents, the requirements are clear, and concurs with them. The Bid is made in full agreement with those requirements.
 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
 5. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
 6. The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

3.3 Bidding Documents

- A. Documents are available only in complete sets
2. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 3. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
 4. The Invitation to Bid, Bid Documents and any Addendums will be posted on the Department of Administrative Services (DAS) website www.das.ct.gov located under the State Procurement Marketplace, State Contracting Portal; click on the Contracting Organization "Capital Region Development Authority," as well as the CRDA website, http://crdact.net/about_us/rfps_contracts.html
 5. Drawings, specifications and related bid documents may be examined at the Capital Region Development Authority's satellite office at Pratt & Whitney Stadium, 615 Silver Lane, East Hartford, CT 06118, contact Kim Hart at khart@crdact.net.

3.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any

ambiguities or inconsistencies shall be brought to the attention of CRDA in writing by **3:00 p.m. on October 19, 2021**. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by CRDA.

- C. No interpretation of the meaning of this ITB will be made orally. In the event that CRDA provides any interpretation, only written interpretations will be binding upon CRDA. All questions, clarifications and other responses will be posted on the State Contracting Portal and the CRDA website in accordance with the Bid Timeline. Any addenda or amendments to this ITB will also be posted on the State Contracting Portal and the CRDA website. Bidders are strongly encouraged to return periodically to the CRDA website for updates and information related to this Invitation to Bid.
- D. Requests for clarification or interpretation of the ITB or Bidding Documents shall be made in writing. The CRDA will accept requests for clarifications up until **3:00 p.m. on October 19, 2021**. Clarification or Questions can be emailed to Kim Hart at khart@crdact.net. Bidders are encouraged to submit questions or requests for clarification as soon as possible.
- E. CRDA reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. CRDA acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
- F. CRDA may amend or cancel this bid or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interest of CRDA.

3.5 Substitutions

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered after receipt of Bids unless the written request for approval has been received by the Engineer by the date stipulated in the ITB. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.6 Addenda

- A. Addenda will be delivered promptly by the issuing office to all Bidders.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or postponing the date for receipt of Bids.
- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

3.7 Performance and Payment Bond Requirements

- A. Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall

be an amount not less than 100% of the contract price.

1. Such bonds are required after receipt of bids and before execution of the Contract. The bonds shall be rated A minus or better by A.M. Best. The CRDA is to be listed as the bond obligee.
 2. If the Work is to be commenced prior to the execution of the contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to CRDA that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - a. It is preferred that the bonds be written on the AIA 312 forms. Both bonds shall be written in the amount of the Contract Sum.
 - b. The bonds shall be dated on the date of the Contract.
 - c. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- B. The Bidder shall furnish with their Bid, evidence of its ability to obtain satisfactory Performance and Labor and Materials Payment Bonds in the full amount of the Contract Sum.
- C. Payment and performance bonds will be required from all subcontractors, except that in accordance with Connecticut General Statutes Sections 49-41, et. seq., the following restrictions apply:
- A Payment Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract to which the sub-bid is submitted is less than One Hundred Thousand Dollars (\$100,000.00).
- A Performance Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract to which the sub-bid is submitted is less than Fifty Thousand Dollars (\$50,000.00).
- If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment of Performance bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid if the estimated value of the contract for which the bid is submitted is less than one hundred thousand dollars and in amount equal to Twenty-Five Percent (25%) if the estimated value of such contract is One Hundred Thousand Dollars (\$100,000.00) or greater.
- C. Obliges – All performance and payment bonds issued by the Contractor and each of its subcontractors on the Project shall name CRDA as obligee.
- D. Bond Adjustments for Change Order Work
1. Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.
 2. The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.
 3. Mark-up for Overhead and Profit shall not be applied to Change Orders for Increase in Bonds due to Change Order Work.

3.8 Insurance

- A. The Successful Bidder shall provide Insurance Liability Coverage as indicated in Schedule B Section 8.
- B. The Successful Bidder shall submit a Certificate of Insurance as required in Schedule B Section 8 prior

to the start of any Work on site. The Successful Bidder shall also submit a COI for each of its subcontractors and vendors prior to the start of their work on site.

- C. If the Work is to be commenced prior to the execution of the Contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, Submit such Insurance.

3.9 Prevailing Wage (Not Applicable)

3.10 State Labor Standards Provisions, Laws and Regulations

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide CRDA with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details, call the Department of Revenue Services at 1-800-541-3280, ext. 7. A link to the Department of Revenue Services is provided in the Document Appendix.

3.11 DAS Contractor Prequalification Certification

- A. Bidders shall be prequalified by the Connecticut Department of Administrative Services (DAS) for a minimum of \$1,000,000 for a single project. All prime bidders must be pre-qualified for Sitework. Each bidder shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. 4a-100, C.G.S. §4b-101 and C.G.S. §4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement".

Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. If you have any questions regarding these requirements contact DAS at telephone number 860-713-5280 or visit their web site at www.das.ct.gov.

3.12 Incurring Cost

- A. Bidders are solely responsible for any and all cost or expenses incurred in the preparation and submission of this bid.

PART 4 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

4.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.

- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner the bidder is willing and/or capable of complying with the above requirements.
- C. Set-Aside Participation: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a- 60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- D. All bidders must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to CRDA. Bids not including this form will be considered incomplete and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Bidders are advised that CRDA has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors in this contract. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies.
- F. All provisions of all applicable State Labor Standards must be complied with under this Contract. CRDA is an Affirmative Action Equal Opportunity Employer.

4.2 Ethics Affidavits and Certifications –

- A. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.
- B. Campaign Contribution and Solicitation Ban: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the Document Appendix for link to Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)
- C. Conflict of Interest: All contractors must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see the statute language in the Document Appendix).
- D. Bidders must submit a Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification should be completed and submitted when requested. If there is any change in the information contained in the most recently filed certification, the successful bidder shall submit an updated certification no more than thirty (30) days after the effective date of such a change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier. This Certification is available at <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

PART 5 – GENERAL AND SPECIAL CONDITIONS**5.1 Taxes:**

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful bidder. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue Services and for which the Contractor is responsible.

5.2 Miscellaneous:

- A. OSHA Training – Pursuant to Connecticut General Statutes Sec. 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 any 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, 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. It is required that all on-site workers hold current OSHA 10-hour training certifications.
- B. Contract Provisions: Contractor agrees to the provisions set forth below, which shall also be included in any subcontract issued by the Contractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
 2. The Contractor and all of its subcontractors agree to waive all rights to subrogation against CRDA and CRDA's agents, for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.
 3. The Contractor and all of its subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with CRDA.
 4. The Contractor and each of the Contractor's subcontractors must cooperate with, CRDA and permit a designated auditor or representative to review and audit the Contractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
- C. Project Meetings
1. Pre-Construction Meeting - Soon after the actual award of the contract (but in any event prior to the start of construction), authorized representatives of the contractor shall attend a Pre-construction Conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. The Owner's Representative will forward the agenda to the successful bidder. The location of this conference will be at the Project Site or another convenient location as directed by the Owner's Representative.
 2. Project Meetings – Weekly or bi-weekly meetings will be scheduled as needed with CRDA, Engineer and Contractor. The Bid shall include attendance by the Contractor's project manager.

- D. Qualified Work Force – The Contractor shall confirm that fabricator/installers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Parking: Limited onsite parking is available for tradespersons within the project limits.
- F. Field Office: Onsite space will be provided for a field trailer at Pratt & Whitney Stadium at Rentschler Field.
- G. Welding Protection: The Bid shall include temporary barricades to protect from view any of their burning and welding operations so that other site personnel or passersby cannot look at any flames or welding operations.
- H. Cleanup: The Contractor is responsible for keeping all contracted work areas in a neat and orderly condition. This includes all designated storage areas. This Contractor shall perform daily clean-up operations within contracted work and storage areas.
- I. Waste Disposal: The bid shall include the removal and legal disposal of all soils, stumps and demolished vegetation and construction waste/debris generated by the project including dumpsters.
- J. Power & Water: The bid shall include required temporary power, temporary lighting, and water as needed.
- K. Dust Control: Dust control measures shall be taken by Contractor as required to prevent adverse impacts to the public and environment.
- L. Snow and Ice Removal: Snow and ice removal shall be performed by Contractor as required to support their work.
- O. Toilet Facilities: The Contractor shall provide temporary portable toilets as required to support the road work.
- P. Document Coordination: Should a discrepancy exist between the requirements outlined within the Bid Documents or between the Bid Documents and the plans or specifications, the bid shall include the more stringent requirement.

PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

6.1 TIMELINE

Documents Available	September 24, 2021
Mandatory Pre-Bid Walk Through	October 5, 2021 (1:00 PM)
Last Day for Questions	October 19, 2021 (3:00 PM)
Bids Due	October 26, 2021 (11:00 AM)
Scope Reviews	November 2, 2021 (TBD)
Contract Award	TBD
Start Construction	TBD

6.2 Pre-Bid Conference

A mandatory pre-bid walk through will be held at the site, at **1:00 PM on October 5, 2021**. Please meet at the site entrance to Pratt & Whitney Stadium, 615 Silver Lane, East Hartford, CT.

6.3 Bidder Question Procedure

All technical and bid questions must be in writing and emailed to Kim Hart at the following email address: khart@crdact.net. No questions shall be accepted after **3:00 on October 19, 2021**. Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal and the CRDA website

6.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form included in this Instruction to Bidders.
1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
 2. Provide all requested information and completely fill in all blanks on the bid form. Use typewriter or ink.
 3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
 4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.
 - a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
 - b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
 - c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.
- B. Bid Submission:
1. One (1) original and two (2) copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED.
 2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:
Silver Lane Sidewalk Construction Project CRDA Project #21-021
 3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or Hand and must be deposited at the designated location prior to the Bid Closing time and date.

4. Bids shall be addressed to:

Capital Region Development Authority (CRDA)
615 Silver Lane
East Hartford, CT. 06118
Attn: Kim Hart

If you require assistance in locating CRDA's office call (860) 493-2925.

5. Bid Closing Date: Bids will be received at **11:00 AM on October 26, 2021**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.

C. Bid Package – the Bid Package shall include the Bid Proposal Form and all of the documents listed in Attachment #1, Bid Forms.

6.5 Bid Security

- A. As security, each bid must be accompanied by a bid bond in the form attached hereto in an amount which shall be Five Percent (5%) of the Base Bid. The Bid Bond If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a bid bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid if the estimated value is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent (25%) if the estimated value is one hundred thousand dollars or greater.
- B. Failure of the successful Bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond.

6.6 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid for 90 days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between CRDA and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. Any change shall be so worded as not to reveal the amount of the original Bid.
- D. Bid Clarification: CRDA reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

6.7 Post Bid Scope Review Meeting

- A. After the public Bid opening there will be scope review meeting(s) with the apparent low Bidder(s). These meetings will either be held at CRDA satellite office at Pratt & Whitney Stadium or via phone or virtual meeting app. The purpose of these meetings is to review the apparent low bidder's proposals.

The apparent low bidders will be notified by CRDA and shall be available to participate in these meetings.

6.8 Consideration of Bids

- A. The properly identified Bids received on time at CRDA's office, will be opened publicly.
- B. CRDA reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in part,
 - 2. To reject any and all bids in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;
 - 3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
 - 4. Advertise for new bids.
- C. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.
- D. CRDA reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of CRDA shall not constitute a breach of contract on the part of CRDA since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between CRDA and the bidder
- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
- F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

6.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for its best interest. Consideration will also be given to bidder's affirmative action plan.
- C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- D. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.
- E. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

6.10 Rights Reserved to CRDA

A. If you elect to respond to this ITB, submission of your Bid constitutes your acceptance of the following understandings:

1. Bids must be signed by an authorized officer of the proposer. Bids must also provide name, title, email address and telephone number for (i) individuals with authority to negotiate and contractually bind the entity, and (ii) those who may be contacted for the purpose of clarifying or supporting the information provided in the Bid.
2. This ITB is not an offer or commitment, and neither this ITB, the ITB process nor any subsequent negotiations shall give rise to any commitment or obligation on the part of CRDA or confer any rights on any proposer unless and until a binding written agreement is executed by CRDA and the proposer.
3. CRDA reserves the right, in its sole and absolute discretion, to (i) to reject any or all Bids received in response to this ITB for any reason and at any time; (ii) to waive any irregularities or deficiencies in any Bid; (iii) to discuss a Bid or enter into negotiations with any Bidder without notice to other Bidders; (iv) to suspend or discontinue any such discussions or negotiations at any time; (v) to extend, reopen, modify, cancel and/or reissue this ITB; (vi) to enter into discussions or negotiations with parties not responding to the ITB without first rejecting all Bids received in response to this ITB; (vii) to discuss, negotiate and enter into agreements with more than one Bidder or any other party with respect to different responsibilities; and (viii) to use the Bids as a basis for negotiation and to negotiate with one or more Bidders on terms other than set forth in this ITB or in any proposal.
4. Bids should be submitted on the most favorable terms from a technical, qualifications and price standpoint. CRDA will select for negotiation the proposal(s) that best meet its needs. While cost will be a factor to be considered, CRDA is not required and reserves the right not to accept the lowest priced proposal.
5. The ITB is non-exclusive and CRDA reserves the right to select more than one Bidder, to divide the work between one or more Bidders, or to retain other firms for any of the work.
6. CRDA will not be responsible for any expenses incurred by any Bidder in conjunction with the preparation or presentation of any proposal with respect to this ITB or Bidder's participation in the ITB process, all of which shall be at the proposer's sole cost and risk.
7. CRDA is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, upon receipt at the office of CRDA, your proposal will be considered a public record or file subject to disclosure under the FOIA. The FOIA includes an exemption for responses to a request for proposals in a contract award process until the contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier. CRDA has determined that it is in the public interest to maintain the temporary confidentiality of proposals pursuant to this FOIA exemption.

The FOIA also includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute." This exemption allows, but does not require, CRDA to withhold information that qualifies under these exemptions, which exceptions remain available so long as the information continues to be treated by the submitting party as confidential and is not readily available to the public from other sources. Only the particular information falling within one of these exemptions can be withheld by CRDA if made the subject of a public records request under FOIA. Therefore,

a proposer must specifically identify those particular sentences, paragraphs, pages, sections or exhibits that it claims to be exempt, together with a convincing explanation and rationale sufficient to support the claim of confidentiality for purposes of Section 1-210(b) of the Connecticut General Statutes in terms of the prospective harm to the competitive position of the submitting party if such information were to be released. In the absence of such identification and explanation, any claim that particular information is exempt from FOIA disclosure will be deemed to have been waived. If a public records access request is made, CRDA is required to, and reserves the right to, determine (i) whether information included in a proposal qualifies under these exemptions, and (ii) whether to withhold the information.

Proposers should be aware that (x) CRDA has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (y) the proposer will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (z) in no event shall CRDA or any of its officers, directors or employees have any liability for disclosure of documents or information in the possession of CRDA which CRDA, or such officer, director or employee, in good faith, believes to be required pursuant to the FOIA or other requirements of law.

In the event of a public records request for a proposal, CRDA may provide a copy of the proposal with all or part of the information redacted for which an exemption has been claimed on the basis of confidentiality. For this purpose, CRDA may request, and each proposer by submission of a proposal agrees promptly to provide to CRDA, a version of such proposal from which all information has been redacted for which an FOIA exemption based on confidentiality has been made.\

8. Except as otherwise expressly provided in an agreement with CRDA, each Bid and any work product developed under a contract awarded as a result of this ITB shall be the sole property of CRDA.

This ITB, the ITB process, and any contract awarded pursuant to this ITB are subject to all other applicable legal requirements.

- B. If you elect to respond to this ITB, you will be deemed to have certified the accuracy and completeness of the following representations and warranties:
 1. Neither Bidder nor any of its principals (i) has been convicted of bribery or attempting to bribe a public official of the State of Connecticut; (ii) has been found to have violated the State Code of Ethics for Public Officials or Lobbyists (the "Code of Ethics"); (iii) has been suspended or disqualified from bidding on contracts with the State of Connecticut or any department, agency or quasi-public agency of the State of Connecticut; (iv) has knowingly committed any violation of the Code of Ethics or of any other procurement requirement in connection with this ITB; or (v) is in default under any contract with any department, agency or quasi-public agency of the State of Connecticut.
 2. Neither Bidder nor any of its principals has received or paid, or agreed to receive or pay, any finders' fee (Section 3-13j through 3-13l of the Connecticut General Statutes) or other compensation or benefit from or to any third party in connection with this solicitation, procurement or award of a contract with CRDA pursuant to this ITB.
 3. Neither Bidder nor any of its principals has provided anything of value to any officer,

employee or board member of the CRDA, or any state public official or employee who may be involved with the ITB, for which full payment has not been made.

4. (i) The Bid is not made in connection with any competing proposer submitting a separate response to this ITB and is in all respects fair and without collusion or fraud; (ii) the Bidder did not participate in the ITB development process and had no knowledge of the specific contents of the ITB prior to its issuance; (iii) no officer, employee or board member of CRDA or CRDA participated directly or indirectly in the Bidder's Bid preparation; and (iv) the information contained in the Bid is true, accurate and complete and includes all information necessary to insure that the statements therein are not misleading.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business enterprises are encouraged to apply.

DOCUMENT APPENDIX

The following Forms are available at the websites below:

Form 1 –Campaign Contribution Certification is available at:

<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Guide to the Code of Ethics for Current or Potential State Contractors is available at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

CHRO Bidder Contract Compliance Monitoring Report is available at:

<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>.

State Elections Enforcement Commission Form 10 is available at:

http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf

Internal Revenue Service Form W-9 is available at:

<https://www.irs.gov/uac/About-Form-W9>

Department of Revenue Services registration information for out of state contractors may be found at:

<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

CONFLICT OF INTEREST STATUTE

Connecticut General Statutes Sec. 1-85; (Formerly Sec. 1-68), Interest in conflict with discharge of duties – A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

ATTACHMENT 1**REQUIRED BID FORMS**

The following forms must be completed and submitted as part of the Bid Submission

1. Bid Form (including Addendum Acknowledgement, Subcontractor List and Bid Guarantee)
2. Standard Bid Bond Form
3. Contractors Price Itemization Form
4. Signed copy of Schedule B
5. DAS Contractor Prequalification Certification and current Update (bid) Statement
6. Surety Letter from bidders bonding company stating the bidder, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid.
7. Campaign Contribution Certification (OPM Ethics Form 1)
8. Disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85.
9. CHRO Bidder Contract Compliance Monitoring Report
10. State Elections Enforcement Commission Form 10
11. Internal Revenue Service Form W-9
12. General Conditions Certification
13. Labor Rates for each Trade Classification that will be used for this project on form attached as Attachment #2
14. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

BID FORM

BF/1

**SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT
EAST HARTFORD, CONNECTICUT**

TO: **CAPITAL REGION DEVELOPMENT AUTHORITY**
615 Silver Lane
East Hartford, CT 061118

Date: _____

Bidder's Name: _____

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the Contract Documents; Silver Lane Sidewalk Construction Plans dated September 20, 2021, as prepared by **TranSystems** and on file with **Capital Region Development Authority**, hereby propose to provide all labor, materials, tools, equipment, temporary facilities and transportation necessary to complete the **Silver Lane Sidewalk and Pedestrian Bridge Project** as defined in the Contract Documents for the Contract Price of:

_____ Dollars

(\$ _____)

This Bid Price shall include all charges such as overhead, profit, insurance, permits, etc.

Submitted herewith is the Bid Price Itemization including an amount for all project components required by the Bid Documents. The sum of all listed components shall equal the Bid Price.

Submitted herewith are all the forms as listed in the Instructions to Bidders, in accordance with these Instructions to Bidders.

We/I acknowledge that should conditions make it necessary to revise the scope of the project, the Bid Price Itemization shall serve as the basis for adjustments to the Bid Price.

STANDARD BID BOND FORM

BF/2

SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT
EAST HARTFORD, CONNECTICUT

CAPITAL REGION DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, That we, _____,
hereinafter called the Principal ,of _____, as Principal,
and, _____ hereinafter called the Surety, 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, as Surety, are held and firmly bound unto Capital Region Development
Authority, as Oblige, in the penal sum of five (5) percent of the amount of the bid set forth in a proposal hereinafter
mentioned, lawful money of the United States of America, for the payment of which, well and truly to be made to
the Oblige, the Principal and the Surety bind themselves, their 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 submitted or is about to
submit a proposal to the Oblige related to a contract for Silver Lane Sidewalk and Pedestrian Bridge Project,
CRDA Project # 21-021.

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as
may be specified, enter into the said contract in writing with the Capital Region Development Authority and give
the required bonds, with surety acceptable to the Oblige, or if the Principal shall fail to do so, pay to the Oblige the
damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____

Principal's Signature

Surety

(Print name)

by _____
Its attorney in fact

Company Name

(Print name)

GENERAL CONDITIONS CERTIFICATION

BF/3

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the Project Manual.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

BID FORM

BF/4

**SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT
EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

SILVER LAND SIDEWALK AND PEDESTRIAN BRIDGE PROJECT

Item #	SP	Item Description	Unit	Qty	Unit Price	Total Price
0201001		Clearing and Grubbing	LS	1	_____	_____
0201199		Removal of Existing Fence	LF	42	_____	_____
0201199	A	Remove and Reset Fence	LF	1160	_____	_____
0201211		Remove Sign	Ea.	1	_____	_____
0202000		Earth Excavation	CY	525	_____	_____
0203202		Structure Excavation - Earth (Excluding Cofferdam and Dewatering)	CY	160	_____	_____
0204001		Cofferdam and Dewatering	LF	100	_____	_____
0207000		Borrow	CY	150	_____	_____
0213100		Granular Fill	CY	7	_____	_____
0216000		Pervious Structure Backfill	CY	90	_____	_____
0219001		Sedimentation Control System	LF	1850	_____	_____
0219011		Sediment Control System at Catch Basin	Ea.	4	_____	_____
0507758		Reset Manhole (Storm)	Ea.	1	_____	_____
0601733.40		Class PCC03340	CY	28	_____	_____
0601744.62		Class PCC04462	CY	23	_____	_____
0602030		Deformed Steel Bars - Galvanized	LB	7000	_____	_____
0604301	A	Pedestrian Bridge Superstructure (Site No. 1)	LS	1	_____	_____

0703012	Modified Riprap	CY	15	_____	_____
0708001	Damproofing	SY	60	_____	_____
0728014	3/4 In. Crushed Stone	CY	22	_____	_____
0815001	Bituminous Concrete Lip Curbing	LF	180	_____	_____
0912496	Remove Wood Rail	LF	15	_____	_____
0921001	Concrete Sidewalk	SF	310	_____	_____
0921039	Detectable Warning Strip	Ea.	2	_____	_____
0922001	Bituminous Concrete Sidewalk	SY	1000	_____	_____
0922501	Bituminous Concrete Driveway	SY	6	_____	_____
0944000	Furnishing and Placing Topsoil	SY	1350	_____	_____
0949076	Iris Versicolor, Blue Flag Iris, 2" Peat Pot	Ea.	50	_____	_____
0949101	Cornus Amomum Silky Dogwood 3'-4' Ht. B.B.	Ea.	25	_____	_____
0949106	Junicus Effusus, Soft Rush, 2" Peat Pot	Ea.	50	_____	_____
0949228	Ilex Verticillata Common Winterberry 3'-4' Ht. B.B.	Ea.	20	_____	_____
0949330	Carex Crinita, Fringed Sedge, Sprout, B.R.	Ea.	50	_____	_____
0949479	Sambucus Canadensis - American Elder 3'-4' Ht. B.B.	Ea.	12	_____	_____
094999x	Onoclea Sensibilis Sensitive Fern, 1 Gal. Container	Ea.	50	_____	_____
094999x	Carex Scoparia - Broom Sedge Plugs	Ea.	50	_____	_____
094999x	Eupatorium Maculatum - Joy Pye Weed Plugs	Ea.	50	_____	_____
0950005	Turf Establishment	SY	1350	_____	_____

0950043	A	Wetland Grass Establishment	S.F.	2250	_____	_____
0971001	A	Maintenance and Protection of Traffic	LS	1	_____	_____
0975002		Mobilization and Project Closeout	LS	1	_____	_____
0980001		Construction Staking	LS	1	_____	_____
0992090	A	Bench	Ea.	2	_____	_____
0992103	A	Trash Can	Ea.	6	_____	_____
1204120	A	Install State Furnished Sign Face Sheet Aluminum	Ea.	1	_____	_____
1206090		Relocate Sign	Ea.	1	_____	_____
12101118		Epoxy Resin Pavement Markings Symbols and Legend	SF	135	_____	_____
12110001		Removal of Pavement Markings	SF	160	_____	_____

Silver Lane Sidewalk Construction Project Subtotal \$ _____

BID FORM**BF/5****SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT EAST HARTFORD,
CONNECTICUT**

Bidder's Name: _____

GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer and/or the Owner will, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer or Owner not less than 5 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Owner/Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed for the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased.

BID FORM**BF/6****SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT
EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Engineer.

Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

CONSTRUCTION TIME

Contractor shall reference the Instructions to Bidders for applicable requirements.

RIGHT TO REJECT BIDS AND SIGNING CONTRACTS

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and/or negotiate with the selected bidder or bidders, including splitting the work into multiple contracts, all as may be in the best interest of the Owner. If written notice of acceptance of this bid is mailed, delivered and/or otherwise transmitted to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form. The Work shall be commenced by the successful bidder within 14 days after the Notice to Proceed from the Owner.

BID FORM

BF/7

**SILVER LANE SIDEWALK AND PEDESTRIANPROJECT
EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE OF ADDENDUM
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID FORM

BF/8

**SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT
EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

SUBCONTRACTOR'S LIST (If applicable)

(1) Name _____

Address _____

Work Scope _____

(2) Name _____

Address _____

Work Scope _____

(3) Name _____

Address _____

Work Scope _____

(4) Name _____

Address _____

Work Scope _____

(5) Name _____

Address _____

Work Scope _____

(6) Name _____

Address _____

Work Scope _____

BID FORM

BF/9

SILVER LANE SIDEWALK AND PEDESTRIAN BRIDGE PROJECT EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

GENERAL STATEMENT

The information in this Bid is correct to the best information, knowledge, and belief of the undersigned. The undersigned has checked all of the above figures and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected bidder or bidders, including splitting the work into multiple contracts, all as may be in the best interest of the Owner. It is agreed that this Bid may not be withdrawn for a period of 60 days from the time of opening.

The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed to all of the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state or national laws, and that no legal requirements have been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

SIGNATURE OF BIDDER

(Date) _____ day of _____ 20_____

(Firm Name)

(Seal)

(Address) _____

(Signature) _____

(Name Typed) _____

(Title) _____

Witness _____ Telephone _____

State of _____, County of _____

On this _____ day of, 20____ before me personally came to me known who did depose and say that he is _____, of _____, the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

Notary Public

ATTACHMENT 2

LABOR & EQUIPMENT RATES

Project: **Silver Lane Sidewalk and Pedestrian Bridge Project**

Location: **East Hartford, Connecticut**

Project Number: **CRDA Project # 21-021**

For additional work not reflected in the Lump Sum Bid Items or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include Overhead and Profit.

Contractor: _____

Trade Classification: _____

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. Workman's Comp	_____	_____	_____
F. General Liability	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

SCHEDULE B
STANDARD VENDOR TERMS AND CONDITIONS

Section 1 Scope.

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2 Laws and Regulations.

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

Section 3 Indemnity.

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless the Capital Region Development Authority (CRDA), including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Contractor or its employees, agents or sub-contractors.

Section 4 Quality Surveillance and Examination of Records.

All services performed by Contractor shall be subject to the inspection and approval of the State, CRDA and Desman at all times, and Contractor shall furnish all information concerning the services.

The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor

or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State and CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's and CRDA's business under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

Access to Contract and State Data.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

Section 5 Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Agreement or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or

- substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated, or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (b) (1) The Contractor agrees and warrants that in the performance of the Agreement 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, mental retardation, 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, mental

retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; 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 procedures of the Contractor as they relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Agreement 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Section 6 Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to

assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

Section 7 Freedom of Information Requirements.

Contractor acknowledges that Owner is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through CRDA, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 8 Insurance.

Contractor agrees to maintain insurance policies protecting its property interests for the Silver Lane Sidewalk Construction Project located in the general area as defined in Section in 2.1.B.d of the Instruction to Bidders covering the following risks in the following minimum amounts and named additional insureds:

- (a) **Workers’ Compensation** - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor’s activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers’ liability

matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

(d) **Evidence of Insurance** - Contractor shall provide to CRDA, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA may reasonably require, with Contractor as the named insured and with CRDA, the Town of East Hartford and the CT Department of Transportation (DOT) as additional insureds. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA, the Town of East Hartford and CT DOT (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

(e) **Other Insurance Requirements** -

(i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement, therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.

(ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.

(iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 9 Confidentiality.

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the

Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

Section 10 Publicity.

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content, and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 11 Severability.

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of this Agreement, or the failure of CRDA or Contractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 12 Precedence.

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.

Section 13 Summary of Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

Section 14 Large State Contract Representation for Contractor.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of

State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Section 15 Large State Contract Representation for Official or Employee of State Agency.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Section 16 Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

Section 17 Executive Orders For IT Contracts.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 61 of Governor Dannel P. Malloy, promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If Executive Orders 14 or 61 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

Section 18 Iran Energy Investment Certification.

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

Section 19 Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature of person signing this Contract

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20__.

Commissioner of the Superior Court
or Notary Public

My Commission Expires