

#5

FINANCE DEPARTMENT

Memo

June 21, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Award – BID#22-133 Transfer Station Scale Replacement

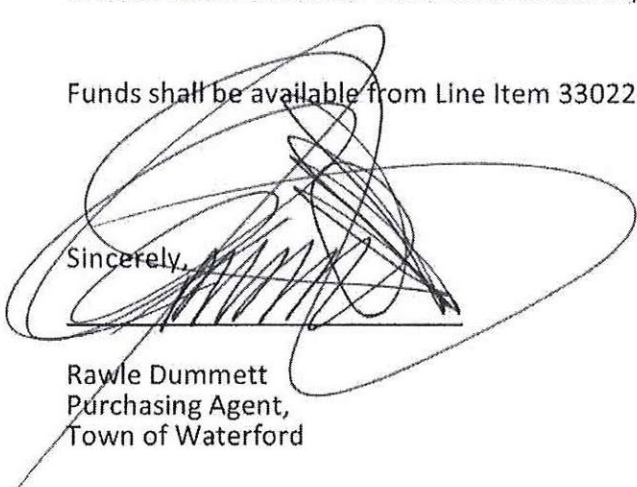
Dear Mr. Brule,

On June 7, 2022, Paul Koelle and I opened bids for the above-mentioned project with the attached results.

The Purchasing Agent on behalf of the Public Works Department the contract for this project be awarded to the sole most qualified and responsive bidder Fairbanks Scales for \$83,690.00, in accordance with their submission dated 06/7/2022

Funds shall be available from Line Item 33022-55891 T. Station Scale and Scale House.

Sincerely,



Rawle Dummett
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Rawle Dummett, Purchasing Agent

From: Gary J. Schneider, Director of Public Works



Date: 6/20/22

Re: Scale

The Town received a bid for the replacement of the scale at the Town's Transfer Station. The bid was for \$83,690. This replaces the existing unit which was experiencing issues with the load cells that provide the weight recording. The unit is over 25 years old.

The Department reviewed the bidder, Fairbanks Scales, Bellingham MA and is recommending that the bid be awarded to them.

Tabulation Sheet

Bid#22-133 Transfer Station Scale Replacement

Bid Opening: June 7, 2022 @ 11:00 am

Company

Bid

Notes

Fairbanks Scales

\$83,690.00

14 week lead time

LUMP SUM PROPOSAL

Transfer Station Scale Replacement
WATERFORD, CONNECTICUT

BIDDER:

NAME Fairbanks Scales Inc

ADDRESS 6800 West 64th Street, Overland Park KS 66202

To: Rawle Dummett, Purchasing Agent

Project: **Transfer Station Scale Replacement**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$ 83,690.00

Eighty three thousand six hundred and ninety dollars
(written figure)

PLEASE PLACE THIS PAGE AT THE FRONT OF YOUR PROPOSAL



Town of Waterford, CT
 RE: Transfer Station Scale Replacement
 15 Rope Ferry Road
 Waterford, CT 06385
 Phone: 860 444 5864
 RE: Existing transfer scale replacement as discussed with town
 BID #22-133

Pete Dayotas
 Fairbanks Scales
 134 Mendon Street, Bellingham, MA 02019
 (cell) 508 561 7496
 (office) 800 232 0252
 (fax) 508 966 2137
 pdayotas@fairbanks.com

Quotation 2022-44 – Replacement Fairbanks Pre-cast concrete deck vehicle scale

June 7th, 2022

Part	Name	Description	Quantity	Unit
8942-sp36397	70'x10' Trident pre-cast "retro-fit" scale	Fairbanks 70'X10' 100 ton capacity, Trident, pre-cast concrete deck scale. Scale is designed for installation in existing foundation. Scale includes eight, stainless steel, hermetically sealed, IP69k rated load cells. Scale includes 5 year weighbridge and 25 year load cell warranty including damage that may occur from lightning. Scale deck is 8000 psi concrete, pre-cast deck with controlled crown, steam cured, and constructed over eight 8" and two 10" I beams, poured over architectural foam with no bottom pan. Please see included literature. Scale to interact with existing Fairbanks instrumentation. Scale is shipped to be installed in existing foundation with 2-3 day installation.	1	\$55,414.00
91681	rub rails	One set of single pipe rub rails for new Fairbanks scale Price includes a set of 70'- 8" rub rails to run on each side of the scale.	1	\$5,154.00
98078	Scale removal and replacement and calibration to Handbook 44 standards	Removal of existing scale with disposal on site for recycling by town of Waterford, CT. Fairbanks Scales to Prepare existing piers for acceptance of new scale. Installation of new Fairbanks pre-cast scale to Handbook 44 standards with acceptance by State of Connecticut weights and measures. Installation during normal working hours Monday-Friday 730 AM – 430 PM by Non-union Fairbanks technicians. Scale replacement should not be greater than 3 days. Note: We would require aged scale to be available at noon to prep and block in preparation for crane next day.	1	\$7,664.00
98080	Crane	80 Ton crane to remove existing modules with disposal adjacent to cranes swing (or loaded on customer supplied flatbed or dumpster) and off-load new scale from truck and set for operation. New Trident scale weighs 43,400lbs (14,467 lbs each module). Two days of crane service carried in pricing	1	\$3,560.00
0328j2	Freight	Freight for new scale modules from Fairbanks factory in Meriden, MS 39307 (14 week lead time).	1	\$9,873.00
MS52722	Bond costs	Bond costs as illustrated in Bid #22-133	1	\$2,025.00

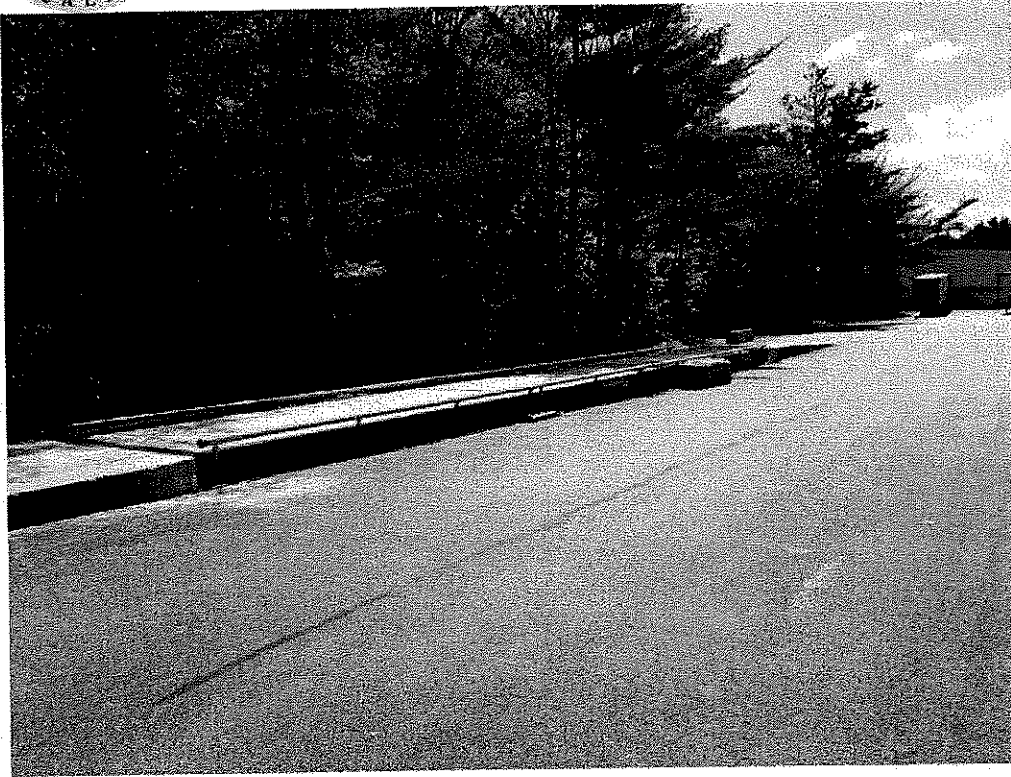
Total

\$83,690.00

Product – Net 30 days, balance upon completion – 14 week lead time Freight FOB, Meridian, MS 39307, St Johnsbury, VT 05819.
 Add applicable CT sales tax unless exemption certificate applies. Quote valid for 30 days.

Quotation by : *Pete Dayotas Jr. 6/7/2022.*

Accepted by: _____



Example of pre-cast deck scale in existing foundation. Scale replaced fatigued platform and was operational in under 2 days.



TERMS AND CONDITIONS

The following provisions form part of the quotation as express agreements between Fairbanks Scales ("Company") and the Buyer governing the terms and conditions of the sale, subject to modification only in writing signed by the local manager or an executive officer of the Company. In the event of any differences between these terms and conditions and those of Buyer, Buyer acknowledges that notwithstanding anything to the contrary, that these terms and conditions shall prevail and Buyer's signing of this quotation or accepting the goods and services to be delivered hereunder shall be conclusive proof thereof.

1. If the order is under and according to a Company dealer or distributor contract with Buyer in force at the time of acceptance, the provisions of such contract will control except as expressly otherwise provided on the face hereof.
2. Fairbanks Scales Inc. (the "Company") warrants and agrees that if, within one (1) year after installation or 15 months from date of shipment, whichever occurs first, any part purchased from the Company should fail because of defective material or workmanship in its manufacture and the Company be notified promptly in writing of the nature of the defect, the Company will, (if Buyer's account with the Company is then and remains current), during normal working hours, repair or replace such part, free of charge, provided the Buyer pays travel expense to and from the nearest Fairbanks Scales Customer Support Center, or Fairbanks Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory. (Travel charges and shipping expenses so incurred during the first 30 days following installation will be paid by the Company). It is the Company's sole discretion whether to replace or repair the part covered under this warranty. The Company reserves the right to replace any defective part with a repaired part from its warranty stock. Notwithstanding anything contained herein to the contrary, this warranty is void-able at the discretion of the Company if the product has been installed by anyone other than the Company or an authorized distributor of the Company or has been subjected to improper installation, misuse, negligent handling, alteration, accident or improper repairs or modifications. Any warranties with respect to machinery, apparatus, accessories, articles or materials not manufactured by the Company shall be limited to those of the respective manufacturer thereof, if any, which the Company may be permitted to pass on to the Buyer. Under this provision, the Company will be deemed to have manufactured only those articles bearing the Company's name-plate or trademark.
3. Unless and until all sums (however evidenced) payable in respect of the sale and delivery of the goods have been fully paid in money and satisfied: (a) the goods shall remain strictly personal property, however affixed to realty, title thereof and ownership thereof shall remain in Company; and Buyer shall keep the property insured and free from liens or encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take all steps necessary to preserve the Company's title, including the execution and filing of all instruments necessary for such purpose. (b) Company shall have, and in the event of default in the terms hereof, may exercise cumulatively and not in the alternative, all rights and remedies provided by the applicable laws of the jurisdiction, as if expressly herein so provided, and, in so far as permitted by such laws, may declare all sums payable hereunder immediately due and payable, may take possession of the property or any part thereof wherever found, and may sell the same at public or private sale on such terms as it may deem advisable, giving Buyer 10 days written notice of the time and place of the sale, at which Company may bid and become a Buyer, the proceeds of such sale, shall be applied, in the order stated, to the costs and the expenses of search, seizure, removal, storage, advertisement, sale, collection and enforcement, to interest on the amount due and unpaid purchase price, and to any other sums owing to the company by Buyer; any excess shall be remitted to Buyer and the Buyer shall forthwith pay any deficiency.
4. Except as otherwise expressly stated on the face of this acknowledgment: The goods shall be delivered F.O.B. cars, Company's factory; the prices charged shall be the Company's prices regularly established at time of shipment, all stated discounts shall apply to list prices; Buyer shall, in addition, pay all shipping and handling charges from factory, or their equivalent, and also taxes on the sale, delivery or use. Nevertheless, in all cases: Company reserves the right to elect terms of payment C.O.D., SDB/L, or Net 30 days after shipment and accounts past due shall bear interest at the highest lawful contract rate, and Buyer shall pay all costs and expenses, including attorney's fees, incurred in collecting the same.
5. The order is subject to cancellation by Buyer (a) only as to standard products not the subject of the second sentence hereof, (b) only prior to shipment or commencement of any site work by or for the Company in connection therewith, and (c) then only on the payment to Company of 20% of the net price as agreed liquidated damages, which Buyer agrees to pay. Orders involving custom product or product to be manufactured or modified for a particular customer or its particular application are not subject to cancellation; any such attempted cancellation shall constitute a breach of contract, entitling the Company to all remedies available to it at law.
6. THE COMPANY'S WARRANTIES AS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
7. UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENT MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ALL CLAIMS BY THIRD PARTIES, WHETHER FOR BUSINESS LOSS, PERSONAL INJURY OR OTHERWISE, WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON THE COMPANY'S LIABILITY.
8. SHIPMENT DATE: At the time the order is placed the customer will be notified of the shipping date of the scale. The Company will manufacture the scale in order to meet the shipping date. If the customer delays the shipment of the scale by more than five (5) days, within ten (10) working days, prior to the schedule shipping date, a twenty (20%) percent charge will be assessed to the customer.



UNITED STATES AND CANADIAN FAIRBANKS SCALES WARRANTY

Fairbanks Scales Inc. (the "Company") warrants and agrees that if, within one (1) year after installation or 15 months from date of shipment, whichever occurs first,

- (i) any product purchased from the Company should fail because of defective material or workmanship in its manufacture, or
- (ii) any product purchased from the Company which is equipped with Intalogix Technology (excluding driver assist terminals and peripheral devices, including, but not limited to, printers, remote displays etc.) should fail due to lightning, the Company will repair or replace such product, free of charge.

Further, the Company warrants and agrees that if, within five (5) years after installation or 66 months from the date of shipment, whichever occurs first,

- (i) any truck scale structural steel weigh bridge,
- (ii) any railroad track scale structural steel weigh bridge, or
- (iii) any truck scale or railroad track scale original load cell (including load cells damaged by lightning), purchased from the Company should fail because of defective material or workmanship, the Company will repair or replace such item, free of charge, provided that

(a) the scale is equipped with Intalogix Technology,

(b) service is performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses, and

(c) the Buyer shall pay for all labor required to perform this warranty, other than labor incurred within one (1) year after installation or 15 months from date of shipment, whichever occurs first, which will be paid by the Company.

Further, the Company warrants and agrees that if, within twenty-five (25) years after installation,

- (i) any truck scale original model PR6221 load cell (including load cells damaged by lightning), purchased from the Company should fail because of defective material or workmanship, the Company will repair or replace such item, free of charge, provided that

(a) the scale is equipped with Intalogix Technology,

(b) service is, and has been continuously since the scale was installed, performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses, and

(c) the Buyer shall pay for all labor required to perform this warranty, other than labor incurred within one (1) year after installation or 15 months from date of shipment, whichever occurs first, which will be paid by the Company.

In the case of any warranty contained herein,

(i) Buyer must promptly notify the Company, in writing, of the nature of the possible defect being claimed hereunder,

(ii) Buyer's account with the Company must be current at the time a claim for warranty hereunder is made, and must remain current thereafter,

(iii) All work by the Company will be performed during normal business hours,

(iv) The Company, in its sole discretion, reserves the right to replace or repair the product covered under this warranty,

(v) The Company, in its sole discretion, reserves the right to replace any defective part with a repaired part from its warranty stock,

(vi) The Buyer will pay travel expense to and from the nearest Fairbanks Scales Customer Support Center, or Fairbanks Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory, except that travel charges and shipping expenses so incurred during the first 30 days following installation will be paid by the Company, and

(vii) The Buyer will be responsible for calibration fees except for calibration fees incurred within the first 30 days following installation will be paid by the company.

Notwithstanding anything contained herein to the contrary, this warranty is voidable at the discretion of the Company if the product has been installed by anyone other than the Company or an authorized distributor of the Company or has been subjected to improper installation, misuse, negligent handling, alteration, accident, damage by fire, water or act of God, or improper repairs or modifications.

Any warranties with respect to machinery, apparatus, accessories, articles or materials not manufactured by the Company shall be limited to those of the respective manufacturer thereof, if any, which the Company may be permitted to pass on to the Buyer. Under this provision, the Company will be deemed to have manufactured only those articles bearing the Company's name-plate or trademark.

THE COMPANY'S WARRANTIES AS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENT MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ALL CLAIMS BY THIRD PARTIES, WHETHER FOR BUSINESS LOSS, PERSONAL INJURY OR OTHERWISE, WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON THE COMPANY'S LIABILITY

PROPOSAL
Transfer Station Scale Replacement
Town of Waterford

Proposal of Fairbanks Scales Inc hereinafter called
"BIDDER"

*a corporation of the State of Kansas

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 120 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, balling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:
10% of bid

_____ dollars
(\$ _____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: 190 years.
2. Ever failed to complete any work? NO
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.

a. Location Androscoggin Valley Regional Refuse District, Berlin, NH
Project/Phone# Sharon Gauthier - 603-752-3342
—
Engineer/Phone# CMA Engineers, Paul Schmidt, PE - 603-431-6196 x21
—
Completion Date MARCH 2021
Amount of Contract \$171,311.00

b. Location VT-207 - Putney Walsh Plaza, I-91 Southbound
Project/Phone# Capt. Kevin Andrews - 802-622-1285
Engineer/Phone# STATE OF VERMONT - VTTRANS - 800-253-0191
Completion Date JUNE 30th 2020
Amount of Contract \$359,527.00

c. Location Modem Materials, North Haven, CT
Project/Phone# DAN TUCKER 203-444-6181
Engineer/Phone# SAME
—
Completion Date 7-1-2021
Amount of Contract \$101,000.00

4. Bank
Reference/Phone# Bank Midwest div of NBH bank/ 816-298-2496

This firm consists of the following members:

Full Name	Residence
_____	_____
_____	_____
_____	_____
_____	_____

The officers are:

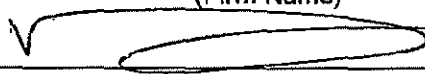
Full Name	Residence
President: Richard G Norden	_____
Treasurer: Shawn Nicholas	_____
Directors: _____	_____
_____	_____
_____	_____

Respectfully Submitted:

Fairbanks Scales Inc

(Firm Name)

SEAL: (If bid is by a Corporation)

By: 

(Signature)

Michael D Smith- Asst Corp Secretary

(Typed Name and Title)

6800 West 64th Street, Overland Park KS 66202

(Business Address)

816-448-4225

(Telephone)

(Fax)

msmith@fairbanks.com

(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF Kansas

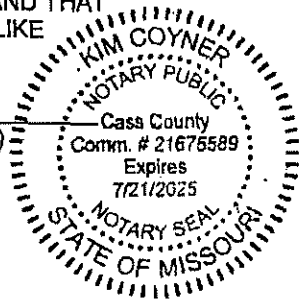
SS:

COUNTY OF Johnson

ON THIS 1st DAY OF June, 2022 BEFORE ME PERSONALLY CAME AND APPEARED Michael D Smith, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT Kansas City, MO, THAT HE/SHE IS THE Asst Corporate Secretary OF Fairbanks Scales Inc, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)


(NOTARY PUBLIC)



(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD NON-
COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: 06/01/2022

Name of Company: Fairbanks Scales Inc

Name and Title of Agent: Michael D Smith- Asst Corp Secretary

By (SIGNATURE): 

Address: 6800 West 64th Street, Overland Park KS 66202

Telephone Number: 816-448-4225

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: Michael D Smith
Company name: Fairbanks Scales Inc
Address: 6800 West 64th Street, Overland Park KS 66202
Phone: 816-448-4225 Email: msmith@fairbanks.com

ESTABLISHED: 1830 \ _____
(Month) (Year)

State of Connecticut Contractor License # _____
Asbestos Abatement Contractor Certification License# _____
TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation XX D) LLC

E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD:
(Described Any Related Work) 190

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

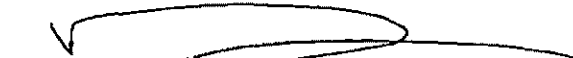
If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

06/01/2022

Date


Signature

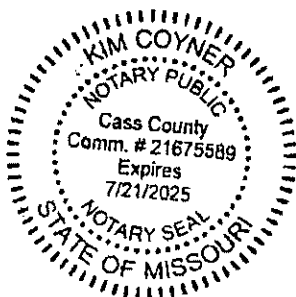
Asst Corporate Secretary

Title

Subscribed and sworn to before me at Overland Park KS 66202, Connecticut, this

Day of June 20 12





AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS
SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL
EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees _____
- (2) Completed this form within one year _____ Yes _____ No

FOR SEALED BIDS: If your company has completed this form within one year Please
forward a photocopy of the initial form with your bid. If significant Changes have taken
place within the past year, please update the information on this form.

REQUIREMENT - Any vendor/bidder seeking to do business with the Town of Waterford must, upon
request, supply the Town and/or the Waterford Human Resources with any information concerning the
Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or
Commission deems necessary in fulfilling its charge. Failure to supply such information, when
requested, will result in the termination of any further transactions between the vendor/bidder and the
Town of Waterford.

COMPANY NAME AND ADDRESS

FAIRBANKS SCALES INC
6800 W. 64TH ST
OVERLAND PARK, KS 66202

TYPE OF BUSINESS

SCALE MANUFACTURE

TYPE OF ORGANIZATION

 X Corporation _____ Partnership
_____ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone
number of reporting unit. (Branch, agent, representative).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fairbanks Scales Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of Ten Percent of Total Amount Bid (10% of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 7th day of June, 2022

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the Transfer Station Scale Replacement

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

~~Fairbanks Scales Inc.~~

(U.S.)

(Surety) Travelers Casualty and Surety Company of America

By:

Hillary D. Shepard, Attorney-In-Fact

SEAL:

TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Hillary D. Shepard** of **KANSAS CITY, Missouri** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford, ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026.



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of June, 2022.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ATTACHMENT "A"

THE LIABILITY OF THE SURETY UNDER ANY WARRANTY PROVISIONS OF THE CONTRACT IS LIMITED TO CORRECTING DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE ACCEPTANCE DATE OF THE PROJECT. NO OTHER IMPLIED OR WRITTEN WARRANTIES ARE EXTENDED BY THE SURETY.

SPECIFICATIONS & BID FORM

Transfer Station Scale Replacement

TOWN OF WATERFORD, CONNECTICUT

BID OPENING

DATE: June 7 2022

TIME: 11:00 a.m.

PLACE: 15 Rope Ferry Road Waterford, CT 06385

BOARD OF SELECTMAN

Robert J. Brule, First Selectman
Jody Nazarchyk, Selectwoman
Elizabeth Sabilia, Selectwoman

Rawle Dummett, Purchasing Agent
Finance Department
Town of Waterford, Connecticut

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ADVERTISEMENT FOR BIDS

Transfer Station Scale Replacement Bid#22-133
TOWN OF WATERFORD, CONNECTICUT
Board of Selectmen
TOWN OF WATERFORD, CONNECTICUT
(Owner)

Sealed bids for Transfer Station Scale Replacement will be received by the Purchasing Agent of the Town of Waterford at the Waterford Town Hall, 15 Rope Ferry Road, Waterford, CT 06385 until 11:00 a.m., prevailing time, on **Tuesday June 7, 2022**, and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for "Transfer Station Scale Replacement"

Any bid may be withdrawn prior to the above scheduled time for opening of bids. Any bid received after the time and date specified will be returned unopened.

Contract documents, including Plans and Specifications, may be downloaded from the following locations at no cost. The Town will not provide printed bid documents or pay for any printing costs associated with the bid documents.

<https://www.waterfordct.org/purchasing/pages/bids-vendors>

<https://portal.ct.gov/>

Each bidder is responsible for checking these websites to determine if any addenda have been issued to the Information for Bidders and/or Contract Documents, and if so, to complete its response in accordance with the Information for Bidders and/or Contract Documents as may have been modified by any such addenda. Bidders are also advised to register to the Town of Waterford website E-alerts to be automatically notified of and information regarding advertised bids. <https://www.waterfordct.org/>

The contractor who is selected to perform this project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

The Town of Waterford reserves the right to waive any formalities or to reject any or all bids. Each bidder must deposit, with his bid, security in the form of bid bond or certified check subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

RAWLE DUMMETT
Purchasing Agent
Town of Waterford, Connecticut

The Town of Waterford is An Equal Opportunity/Affirmative Action Employer.

INFORMATION FOR BIDDERS

1. Sealed Bids
2. Method of Award
3. Bid Schedule
4. Arithmetic Discrepancies
5. Bid Security
6. *Qualifications of BIDDER*
7. Identity of SUB-CONTRACTORS
8. Bonds
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10. Insurance
11. Receipt of Bonds & Insurance Certificates Prior to Signing Contract
12. *Obligation of Bidder*
13. Damages for Failure to Enter into Contract
14. Execution of Contract and Notice to Proceed
15. Time of Completion and Liquidated Damages
16. Addenda and Interpretations
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19. Laws and Regulations
20. List of Utilities in the Area
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22. Site Investigation and Conditions Affecting the Work
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29. Enumeration of the Proposed Contract Documents

INFORMATION FOR BIDDERS

1. Sealed Bids

Sealed bids for Transfer Station Scale Replacement will be received by the Purchasing Agent of the Town of Waterford at the 15 Rope Ferry Road, Waterford, CT until 11:00 a.m. prevailing time on **Tuesday 7th June, 2022** and then at said office publicly opened and read aloud. Bids must be enclosed in a sealed envelope and designated as bid for "Transfer Station Scale Replacement".

Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified will be returned unopened.

2. Method of Award

The Town of Waterford intends to award the contract to the lowest responsible bidder. The Town reserves the right to reject any and all bids and to award each contract to the bidder who is most responsive to the interests of the Town.

If the lowest bid submitted by a responsible bidder does not exceed the amount of funds made available by the State and Federal Agencies, the contract will be awarded on the basis of base bid. If such bid exceeds such amount, the Owner may reject all bids or award the contract on the basis of the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid that produces a net amount which is within the available funds. (Refer to Bid Forms for additional information.)

3. Bid Schedule

Bids must be made on these forms and returned intact. Bidders will state both in writing and in figures, in ink or typewritten, the proposed price for each separate item of the work called for in the bid schedule, by which prices will be compared. If any price is omitted, the blank shall be filled with the highest price named by any bidder for that item or the bid may be rejected. Alterations and erasures must be initialed by the signer.

4. Arithmetic Discrepancies

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern.

3. Apparent errors in extension of unit prices will be corrected.
4. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the Town will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

5. Bid Security

If the total amount of the bid submitted exceeds \$50,000, or if the bid contains any add alternates and the combination of the base bid plus all add alternates exceeds \$50,000, then the bid must be accompanied by a CERTIFIED CHECK or a BID BOND, signed by a responsible Surety, in the amount of 10% of the total amount of the tendered bid and made payable to the order of the Town of Waterford. All bid checks or bonds, except those of the lower three (3) bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the Town of Waterford until one of the lower three (3) bidders signs the contract or until all bids are rejected; however, in no case will the bid check or bond be retained for more than 90 days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

If the total amount of the bid (or base bid plus alternates) submitted is \$50,000 or less, then no bid security is required.

The Bid Bond and Surety's Letter of Intent must be provided by a Surety Company that meets all of the following qualifications as of the date of bid.

- A. Licensed to do business in the State of Connecticut
- B. Listed on the current U. S. Treasury "T" List
- C. Rate A- or better by A. M. Best

6. Qualifications of BIDDER

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry

out the obligations of the CONTRACT and to complete the work contemplated therein. Conditional bids shall not be accepted. Any CONTRACTOR, who is in litigation or arbitration with the Town at the time of the bid opening, or prior to the execution of the CONTRACT, may be considered an unacceptable BIDDER and may be disqualified.

7. Identity of SUB-CONTRACTORS

If any portion of the work is to be performed by persons or entities not considered to be part of the bidder's own forces, the successful bidder shall, upon notification of the award of a contract, furnish a written list of such other persons or entities and a description of the work to be performed by them. If requested by the Owner, the successful bidder shall be required to establish, to the satisfaction of the Owner, the reliability and responsibility of such Sub-Contractors.

8. Bonds

A. **Performance Bond**

If the total bid price for the project exceeds **\$50,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$50,000, then either of the following is required:

1. The Contractor shall furnish a bond covering faithful performance of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U. S. Treasury "T" list, and rated "A-" or better by A. M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Performance Bond, a security in a form acceptable to the Town (for example, letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified and current copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$50,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

B. Payment Bond

If the total bid price for the project exceeds **\$100,000**, or if the bid contains any alternates and the combination of the base bid plus all Town accepted alternates exceeds \$100,000, then either of the following is required:

1. The Contractor shall furnish a bond covering payment of obligations arising under the terms of the Contract. Surety shall be qualified to do business in the State of Connecticut, listed on the current U.S. Treasury "T" list, and rated "A-" or better by A.M. Best. The cost of the bond premium shall be included in the Contract Sum. The amount of the bond shall be equal to 100 percent of the Contract Sum.

OR

2. In lieu of a Payment Bond, a security in a form acceptable to the Town (for example, a letter of credit or an assigned passbook) in the amount of 100% of the Contract may be substituted.

The Contractor shall deliver the required security to the Owner on the date the Agreement is entered into.

The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix thereto a certified copy of the power-of-attorney.

In the case where add alternates are part of the bid, and where acceptance of any alternates would cause the Contract Sum to exceed the \$100,000 threshold, then the price of the alternate shall include the cost of the required bond or security.

If the total bid (or base bid plus alternates) for the project is \$100,000 or less, then in lieu of providing any security listed in Section 8.B, the Contractor can elect to substitute the following:

Provide certified lien waivers from each supplier and sub-contractor affirming that they have been paid for work and materials for which previous payment applications were issued by the Owner and payments received by the Contractor.

9. Non-Resident Contractor Guarantee Bonds

A Non-Resident Contractor is required to post a Guarantee Bond (for AU766) or Cash Bond (form AU-72) with the State of Connecticut Department of Revenue Services (DRS) in the amount of 5% of the total contract price. This Bond will secure payment for

applicable taxes payable to the State related to this Project. The State will issue a Certificate of Compliance once an acceptable bond has been submitted by the Non-Resident Contractor. This Certificate of Compliance must be provided by the Contractor to the Town prior to the release of the first progress payment under the Contract, or the Town must remit 5% of the total contract value directly to the State. This 5% is in addition to the Project retainage.

Special Notice SN2012(2), published by the State of Connecticut Department of Revenue Services, details the procedures and requirements regarding the Guarantee Bond or Cash Bond. The Special Notice and bond forms can be obtained at the State of Connecticut Department of Revenue Services webpage, www.ct.gov/DRS.

10. Insurance

The Contractor must provide a CERTIFICATE OF INSURANCE as specified in the General, Supplementary Conditions and Special Provisions sections.

11. Receipt of Bonds & Insurance Certificates Prior to Signing Contract

The Contractor to whom the contract shall be awarded must file the requisite BONDS and CERTIFICATE OF INSURANCE as specified and any other forms and documents required by the specifications prior to signing of the contract, and within 7 days from the date of receipt of notification of said award.

12. Obligation of Bidder

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

Prior to submitting his bid, the bidder must inspect the site and thoroughly read all plans, specifications and bid and contract documents. The failure or omission of any bidder to examine any form, instrument or document and to thoroughly examine the site shall in no way relieve any bidder from any obligations in respect to his bid.

13. Damages for Failure to Enter into Contract

The party to whom the CONTRACT is awarded will be required to execute the CONTRACT within thirty (30) calendar days from the date when Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT, the OWNER may at his option, consider the BIDDER in default, in

which case the bid security accompanying the proposal shall become the property of the OWNER as liquidated damages and not as a penalty.

14. Execution of Contract and Notice to Proceed

The OWNER within 15 days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and CONTRACT signed by the party to whom the CONTRACT was awarded shall sign the CONTRACT and return to such party an executed duplicate of the CONTRACT. Should the OWNER not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the CONTRACT by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the CONTRACT, whereupon it shall become null and void and all rights and obligations created thereunder shall be extinguished.

15. Time of Completion and Liquidated Damages

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed from the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion during the working hours as specified in the General Conditions of the work to be done hereunder are essential conditions of this CONTRACT; and it is further mutually understood and agreed that the work embraced in this CONTRACT shall be commenced on a date to be specified in the "Notice to Proceed".

The CONTRACTOR agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration

for the awarding of this CONTRACT, to pay to the OWNER the amount specified in the Information for Bidders, not as a penalty but as liquidated damages for such breach of CONTRACT as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT for completion of the work.

The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this CONTRACT and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the CONTRACT an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this CONTRACT. The CONTRACTOR shall not be in default when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the State or Federal Government
- B. To unforeseeable cause beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.

The CONTRACTOR shall, within ten (10) days from the beginning of any such delay, unless the OWNER shall grant a further period of time prior to the date of final settlement of the CONTRACT, notify the OWNER, in writing, of the causes of the delay. The Owner shall ascertain the facts and extent of the delay and notify the CONTRACTOR within a reasonable time of its decision in the matter.

16. Addenda and Interpretations

All questions about the meaning or intent of the Contract Documents are to be directed to the Town's Purchasing Agent. Interpretations or clarifications considered necessary by the Owner in response to such questions will be issued by Addenda delivered to all parties recorded by the Owner as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda will be issued to modify the Bidding Documents as deemed advisable by the Owner.

17. Substitution Clause

Wherever in the Plans and Specifications any item of equipment or material is designed by reference to a particular brand, manufacturer, or trade name, it is understood that an approved equal product, acceptable to the OWNER, may be substituted by the BIDDER or the CONTRACTOR.

18. Retainage

The Town of Waterford reserves the right to retain 5% in addition to the other retainages required, of the final contract price for a period not to exceed six (6) months from the date of final acceptance of the project.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

20. List of Utilities in the Area

Attention is called to the fact that the following Utility Companies have facilities in the area: The Connecticut Light and Power Company dba Eversource Energy, Yankee Gas dba Eversource Gas, Lighttower Fiber Networks I, LLC dba Crown Castle Fiber, The Southern New England Telephone Company dba Frontier Communications of Connecticut, Comcast of Connecticut, Inc., City of New London Department of Public Utilities – Water and Sewer, and Waterford Water Pollution Control Authority.

Information and data reflected in the Contract Documents with respect to *Underground Facilities at or contiguous to the site* is based upon information and data furnished to Owner by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

The Contractor should acquaint itself with and adhere to the regulations of those utilities which are in the area of this Contract.

When requested by the Contractor, all underground utilities will be located and marked on the surface by the controlling utility company at no cost to him. Contractor will be responsible for notifying the Utility clearinghouse, "Call-Before-You-Dig" 48 hours prior to any excavation, to allow for the location of the existing utilities by controlling Utility Company.

21. Sales Tax

Under the terms of the regulations referring to CONTRACTORS and SUBCONTRACTORS, issued by the STATE TAX COMMISSION in administration of the STATE Sales and Use Tax, to which the BIDDER is referred, the CONTRACTOR may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

22. Site Investigation and Conditions Affecting the Work

A. The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
2. The availability of labor, water, electric power, and roads;
3. Conditions at the site;
4. The conformation and conditions of the ground; and
5. The character of equipment and facilities needed preliminary to and during work performance.

B. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Town, as well from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Town.

C. The Town assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Town. Nor does the Town assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.

- D. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.

23. Permits

The Contractor must obtain all necessary construction and building permits.

24. Work Area

Construction will be confined to the immediate work area only. Trespass on property other than Town property or easements acquired by the Town for the project will be by written permission of the property owner only.

25. Change Orders

Any deviations from, additions to, or deductions from either scope of work or contract price shall be submitted by the Contractor to the Town in the form of a contract change order. The Town must approve this contract change order before said deviations, additions, or deductions shall be enacted. The specific procedures applicable to change orders are set forth in the General Conditions of the Contract Documents.

Further, all changes in scope of work involving unit price items shall be governed by the unit price indicated by the Contractor on the Base Bid Form.

26. Wages

Bidder is directed to the Supplementary Conditions of the Contract Documents for wage rate scales and legislation applicable to this contract.

27. Unbalanced Bids

An unbalanced bid is one in which the contractor's unit prices are:

- a. Significantly higher or lower than the Engineer's estimate.
- b. "Front loaded" so contractor receives a disproportionate payment for work done during the early stages of a project.
- c. Token bid prices (i.e. penny unit bids).

While it is often impossible to designate precisely the dividing line between a balanced bid and an unbalanced bid, contractors should be aware that the Town may regard the unbalancing of a bid as so extreme, undeniable, or detrimental to the interests of the Town that it may question the contractor about the apparent unbalancing of the bid proposal, and, if the contractor cannot provide a

satisfactory explanation of the apparent unbalancing, and if the Town's assessment of the risk to itself is unacceptable, reject the bid as nonresponsive.

28. OSHA Violations

In accordance with Connecticut General Statute Section 31-57b, no contract shall be awarded to a bidder if it is determined that the bidder (person or firm) has been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act during the three (3) year period preceding the date of bid opening.

29. Enumeration of the Proposed Contract Documents

Copies of the proposed Contract Documents have been made available to the bidder and consist of the documents enumerated below. The successful bidder selected by the Town shall be expected to enter into the contract documents with the Town. If a bidder is unwilling or unable to meet any of the contract terms, the bidder must disclose that inability or unwillingness in its proposal and the reason(s) therefore. The Town reserves the right to modify or include other provisions in its contracts as the Town, in its sole discretion, deems necessary or advisable.

- A. Form of Contract
- B. AIA Document A201-2017, General Conditions of the Contract for Construction, unless otherwise stated below, as amended (the "General Conditions");
- C. Supplementary Conditions
- D. Special Provisions
- E. Drawings:

**SECTION 41 14 36
WEIGH SCALES**

PART 1 - GENERAL -- SCOPE OF WORK

1.01 WORK INCLUDED

- A. Work of this specification covers furnishing and installing one above ground style truck scale at locations shown on the plan.
- B. The scale shall be a 70'x 10', 100 ton capacity, Trident, precast concrete deck truck scale or approved equal.
- C. The scale shall be manufactured by Fairbanks Scales or approved equal.
- D. The new scale shall replace an existing Fairbanks scale. No improvements to the existing scale software are included in this project.

1.02 RELATED WORK

- A. Section 01 33 00 – Submittals
- B. Section 01 42 00 – References
- C. Section 01 43 00 – Quality Control and Assurance

1.03 QUALITY ASSURANCE

- A. The scale systems shall have been issued a Certificate of Conformance by the National Type Evaluation Program, (N.T.E.P.) and shall conform to the following federal, state, local, and industrial standards.
 - National Institute of Standards and Technology (NIST), Handbook 44, "Specifications, Tolerances, and Technical Requirements for Weighing and Measuring Devices".
 - Applicable state regulations for commercial weighing devices.
 - American Welding Society AWS D1.1, 2008.
 - *Weighbridge structural steel and structural steel embedments* shall conform to ASTM A36.
 - Reinforcing steel shall conform to ASTM A615, Grade 60.
 - Concrete mix for scale deck shall be tested in accordance with ASTM standards for air entrainment (ASTM C231), slump (ASTM C143), temperature (ASTM C1064), and compressive strength (ASTM C39).

- Concrete flatwork for scale deck shall be placed, consolidated and finished in accordance with, and conform to the requirements of ACI 301 (American Concrete Institute). Finishing work shall be performed utilizing high-quality techniques conforming to the ACI standards as set forth in ACI CP-10 and shall be supervised by an ACI certified concrete flatwork technician.
- B. All anchor bolts, nuts, and washers shall be made of carbon steel or comparable, and may be plated.
- C. Sharp projections of cut or sheared edges of ferrous metals, which are not to be welded, shall be ground as required to ensure paint adherence.
- D. All ferrous metal surfaces, except stainless steel or plated steel, shall be blast cleaned in the shop in accordance with the paint manufacturer's recommendations. All mill scale, rust, and contaminants shall be completely removed before shop primer is applied. The components of each module shall be cleaned to an SSPC-SP6 finish prior to painting.
- E. All steel surfaces, except stainless steel or plated steel, shall be coated with a PPG AUE-370 high solids acrylic urethane, a two component chemically cross-linked commercial coating system. The paint system will be applied per the manufacturer's recommendations. See attached data sheet.

Additional field painting other than touchup painting of damaged surfaces will not be required.

- F. Unless otherwise specified, the power supply to the equipment will be a dedicated 120 volt, single phase, 60 Hz connection. Where control voltages lower than the power supply voltage is required, suitable control power transformers shall be furnished.
- G. The scale system shall be surge and lightning protected. This protection shall include a surge protection device which plugs into a standard 115 VAC outlet. The load cells shall be optically isolated, and surge protected. The scale shall have a dual point ground rod system for the grounding of the weighbridge, power supply, and the sectional controllers. Electrical diagrams of the scale grounding and surge protection shall be supplied with submittals. The surge voltage package shall be provided as a unit and be tested and approved by the scale manufacturer.

Surge protection devices or components not designed or tested by the scale manufacturer as a unit are unacceptable.

1.04 SUBMITTALS

- A. Complete installation drawings, together with detailed specifications and data covering materials, parts, devices, and accessories forming a part of the equipment furnished, shall be submitted in accordance with the submittals section. Drawings shall cover all scale components, necessary for the design of the scale and installation.

PART 2 - PRODUCTS

2.01 Scale Design

- A. The scale shall be a 70' X10' Fairbanks Trident precast concrete deck, fully-electronic truck scale with rocker column load cells. Scale shall be a "flat top" orthotropic design and not require side beams above the surface of the deck. Equipment is to consist of parts designed to act as a unit by a manufacturer experienced in design, construction, manufacture of electronic components, as well as operation of equipment for the purpose required.
- B. The N.T.E.P. approved scale shall have a minimum capacity of 100 tons and have a minimum concentrated load capacity (CLC) of 80,000 lbs.
- C. The platform shall be 70 feet long and 10 feet wide and be comprised of nominal 4" factory poured and cured concrete deck reinforced by 8" structural steel wide flange beam stringers which run the full length of the module. Side beams shall be 12" structural steel members having nelson studs attached to the internal sides of each beam to create a composite connection between the concrete and the steel. The scale shall be an open bottom design. There shall be no corrugate sheeting entombed within the modules. There shall be no "cover plates" built into the deck for top access of load cells. Understructure components consisting of formed U's, bent plates, or a bottom pan shall not be used. Steel deck scales or "poured in place" concrete deck scales will not be considered with the mind state of safety and down time.

The maximum deflection for legal highway loads shall not exceed 1/1300th of span and the bending stress in any member shall not exceed 20,000 psi at the rated CLC of 80,000 lbs.

The scale shall be built to be set on the existing foundation with minimal modifications.

The truck scale deck shall be a factory poured and steam cured concrete deck and shall be delivered on-site ready to use. The factory poured deck shall

include an ultimate 8,000 psi compressive strength concrete deck. The weighbridge deck concrete system shall contain silicate fume at a rate of at least 10% of the cementitious material and shall contain steel fiber reinforcement for tensile strength and impact protection. A poured in place design will not be accepted.

- D. The scale shall include one set of dual pipe rub rails installed in the field. Rub rails shall be painted safety yellow and sit 7" from the top of the deck to the top of the rail and flair outward. Rub rails will be attached to each 70' length of the scale. Rub rails shall be painted in the same manner as the weighbridge (PPG paint specification attached to backside of specification).
- E. The scale shall utilize longitudinal and lateral bumper checking. The scale *shall be completely self-checking. No check rods or flexure checking plates* are to be used. Checking shall be mechanically isolated from the load cell and load cell stands/base plates.
- F. The scale shall have a rocker column load cells. Each rocker column load cell shall have a minimum gross rated capacity of 66,000 lbs each. The load cells shall be constructed of stainless steel and shall be completely hermetically sealed to prevent moisture from entering the cell. Load cells shall be nitrogen filled to retard internal corrosion. Load cells shall meet the following specifications:

Minimum capacity:	66,000 lbs
Design:	Rocker column
Rated Output (mV/V):	2 ± 0.1%
NTEP Accuracy Class:	III, 10,000 divisions
Combined error (%RO):	≤ ± 0.0200%
Temperature effect on sensitivity (%/°C):	≤ ± 0.0166%
Excitation voltage:	5 to 15 Volts
Zero balance (%RO):	≤ ± 5.0%
Insulation resistance (megaohms):	≥ 5000
Compensated temperature range (°C):	-10° to +40°
Operating temperature range (°C):	-40° to +80°
Safe load limit (% of Capacity):	200%
Ultimate load (% of Capacity):	300%
Load cell material:	Stainless steel
Sealing:	Hermetically sealed; cable entry sealed by glass to metal header

Protection:NEMA 6P/IP69K

The load cell shall be provided with a shielded, 4 conductor cable with a polyurethane jacket. Load cell cabling shall be protected by a stainless steel braided armor to protect against abrasion or rodent damage. Load cell cables must be hard wired to the load cell. "Quick disconnect" load cell cable connectors on cells or on junction boxes are not acceptable.

Load cells shall have a 25 year warranty including surge or lightning damage that may occur while the scale is serviced by an authorized Fairbanks agent per manufactures warranty statement.

Load cell output shall be a DC analog signal. Load cells with digital output shall not be acceptable. Each load cell shall be optically isolated via a smart sectional controller. PC boards shall be encapsulated in epoxy or similar material. A board that is not protected in this fashion is unacceptable. Furthermore, each encapsulated board shall be housed in a type 304 Stainless steel enclosure rated NEMA 4X. Access to the encapsulated board within the smart sectional controller enclosure shall be achieved without the use of tools. Bolts, screws or other hardware shall not be used to seal the smart sectional controller enclosure.

The scale shall have self-diagnostic capabilities able to identify load cell problems, failure, and predict failure before it occurs to prevent downtime. The diagnostics are to measure load cell counts (not weight) and will be used to determine reliability. Should a load cell fail, the instrumentation shall identify the specific load cell that has failed. All trouble shooting shall be done from within the scale house.

The new replacement scale shall utilize the existing indicator and software. Replacement indicator shall not be permitted.

Delivery of the new Replacement scale shall not exceed 16 weeks.

2.02 Platform, Foundation, and demo Requirements.

The winning scale contractor shall prepare the existing foundation to accept one new 70'X10' above ground scale to be installed in the existing foundation with minimal modifications. This work shall include:

- a. Removal of existing 70'X10' weighbridge with disposal on site as directed by the town (existing concrete dead-men to be moved by the Town of Waterford if required). Existing scale to be disconnected and removed from foundation, crane service to be included in scope of work.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

- A. The scale shall be manufactured, provided, and installed by a scale manufacturer with experience installing similar truck scale systems. The scale manufacturer shall configure the scale system as indicated on the manufacturers certified drawings. All concrete flat work finishing shall be performed utilizing high-quality techniques conforming to American Concrete Institute standards as set forth in ACI CP-10 and shall be supervised by an ACI certified concrete flatwork technician if required. Anchor bolts shall be set as required by the scale manufacturer's drawings.
- B. Where scheduled in the equipment schedule section, an experienced, competent, and authorized representative of the manufacturer shall provide field services for equipment furnished under this section. Field services shall meet the requirements of Manufacturer's Field Services in the quality control section. minimum soil bearing required shall be 2,500 pounds per square foot (psf.) for a variable footer, 1,500 psf. for a beam slab, and 2,000 psf. for a pit foundation. The buyer shall be responsible for determining whether or not the soil conditions are adequate.
- C. An authorized manufacturer's representative shall provide the required scale certification for capacity and accuracy to the Engineer as required by the applicable state department of weights and measures and any other applicable state or county agency.
- D. The serving scale manufacturer shall off load and set scale in prepared foundation with minimum 40 ton crane.
- E. An experienced, competent, and authorized representative of the manufacturer shall train the Owner's personnel in operating, maintaining, and repairing the equipment specified in this section. The training provided shall meet the requirements of Personnel Training Services in the quality control section. The number of training sessions and duration of each session shall be as scheduled in the equipment schedule section.

3.02 WARRANTY REQUIREMENTS

- A. The warranty on the scales load cells including damage that may occur from lightning shall be 25 years. The weighbridge shall include a 5 year warranty. Warranty applies while being serviced by an authorized Fairbanks agent. scale manufacturer shall warrant the scale assembly including weighbridge structure, scale instrument, and associated cables from failures due to a defect in manufacturing, workmanship, lightning, or surge voltages.

3.03 DELIVERY

- A. Delivery shall be no longer than 16 weeks. Upon delivery, the old scale shall be removed and the existing scale foundation shall ready to accept the new scale weighbridge and load cells. The scale shall be installed and operational in 3 days. The bidder's quotation shall include the freight amount FOB from point of origin to Waterford, CT.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Weigh scales shall be measured by the number of each weigh scale furnished and installed complete. Installation, electrical connections and calibration shall not be measured separately for payment, but shall be included in the work.

4.02 PAYMENT

- A. Weigh scale shall be paid for at the contract unit price per each "Weigh Scale" of the type specified on the plans, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto.

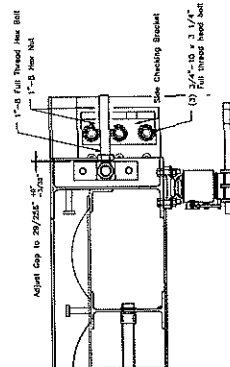
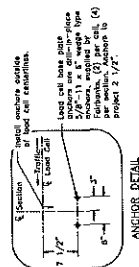
END OF SECTION



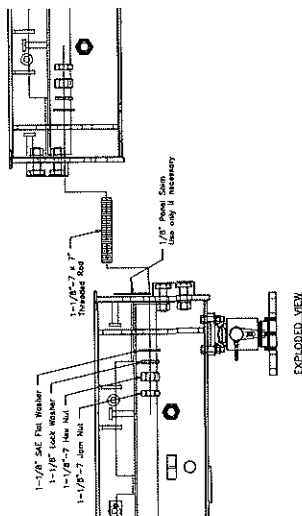
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CRIMINATING AND ELECTRICAL NOTES:

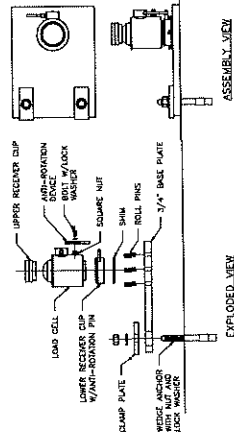
1. Initial (2) $3/4"$ x $3/4"$ long ground rods to project $\approx 7'$. Two ground rods are supplied with rods.
- 1.1. One for grounding integrable power supply, position to match location of conduit.
- 1.2. One for cable inductor (may be located on any pipe adjacent to inductor).
- 1.3. One for grounding cable weightlugs; power supply ground must be separate item weightlugs ground.
2. Initial minimum 1/2" conduit for cable from junction box to scabehouse. Conduit to project 2' above the top of the inductor (not required by Minnesota State).
3. Conduit with 2" cover the top of the inductor near the scabeh. It will not run closer than 35" to the inductor. It will be used for cable weightlugs and other signal carrying cable.



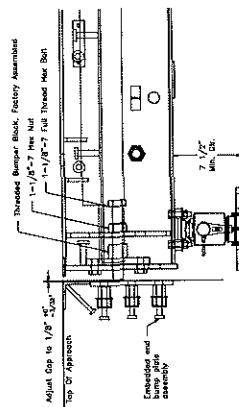
SIDE CHECKING DETAIL



EXPLODED VIEW

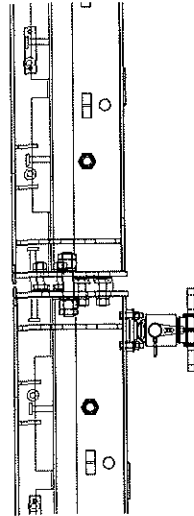


ASSEMBLY VIEW



END CHECKING DETAIL

Note: Side checking hardware not shown in this view for the sake of clarity



INTER-MODULE CONNECTION DETAIL
Typical at all interior sections

typical at all interior sections.

PROPOSAL
Transfer Station Scale Replacement
Town of Waterford

Proposal of _____ hereinafter called
"BIDDER"

**a corporation of the State of*

**a partnership, or*

**an individual doing business as*

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 120 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:

_____ dollars
(\$ _____)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

LUMP SUM PROPOSAL

Transfer Station Scale Replacement
WATERFORD, CONNECTICUT

BIDDER:

NAME

ADDRESS

To: Rawle Dummett, Purchasing Agent

Project: **Transfer Station Scale Replacement**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Lump Sum Cost of:

\$ _____

(written figure)

PLEASE PLACE THIS PAGE AT THE FRONT OF YOUR PROPOSAL

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: _____ years.
2. Ever failed to complete any work?
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.

a.

Location _____

Project/Phone# _____

—

Engineer/Phone# _____

—

Completion
Date _____

Amount of
Contract _____

b. Location _____

Project/Phone# _____

Engineer/Phone# _____

Completion
Date _____

Amount of Contract _____

c. Location _____

Project/Phone# _____

Engineer/Phone# _____

—

Completion
Date _____

Amount of Contract _____

4. Bank
Reference/Phone# _____

—

This firm consists of the following members:

Full Name	Residence
_____	_____
_____	_____
_____	_____
_____	_____

The officers are:

Full Name	Residence
President: _____	_____

Treasurer: _____

Directors: _____

Respectfully Submitted:

SEAL: (If bid is by a Corporation)

(Firm Name)

By: _____

(Signature)

(Typed Name and Title)

(Business Address)

(Telephone)

(Fax)

(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE _____ OF _____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

BID BOND

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

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____(L.S.)

(Surety)

By:

SEAL:

TOWN OF WATERFORD
Transfer Station Scale Replacement

This Contract is entered into this ____ day of _____, 20____, between the TOWN OF WATERFORD, hereinafter called the TOWN and _____ hereinafter called the CONTRACTOR, whereby the CONTRACTOR agrees to complete the work on the project entitled _____ in accordance with the contract documents which consist of the Instructions to Bidders, the Proposal, General, Supplementary and Special Conditions, plans and specifications and all other documents attached hereto which are hereby made part of this Contract. The CONTRACTOR agrees to carry on the work with diligence and dispatch, and to furnish such equipment and labor as is consistent with good construction practice and furnish the completed project to the TOWN in a good and usable condition.

The TOWN agrees that it will pay the CONTRACTOR as specified in the Specifications and the Proposal, and upon satisfactory completion of the work, it will accept the project. After completion of the project, and acceptance by the TOWN the CONTRACTOR shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the TOWN, the TOWN shall pay 95% of the Contract price. No later than six (6) months after acceptance of the final estimate, the TOWN will pay the 5% retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

The total payment will be

_____, (\$ _____).

Signed at Waterford, Connecticut this ____ day of _____, 20____

For the CONTRACTOR

FOR TOWN OF WATERFORD

First Selectman

Director of Finance

Purchasing Agent

PAYMENT BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(corporation, partnership or individual)
_____, of _____, State of _____,
(Surety)
hereinafter called "Surety" are held and firmly bound unto _____,
(Owner)
of _____, hereinafter called "Owner", in the penal sum of
_____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which
is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors,
and corporations furnishing materials for or performing labor in the prosecution of the work provided for in
such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke consumed, repairs on machinery, equipment and tools,
or insurance premiums on said work, and for all labor, performed in such work whether by subcontractor
or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any way affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the provisions of Sec. 49-41a of the Connecticut General Statutes
are incorporated herein and made a part hereof. Any provision of this bond contrary to such statutory
provisions shall not be enforceable.

IN WITNESS, WHEREOF, this instrument is executed in three (3) counterparts, each one of
which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

By

(S)

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address - Zip Code)

By

Surety

Attorney-in-Fact (S)

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

Bond # _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(corporation, partnership or individual)
_____ of _____, State of _____,
(Surety)
hereinafter called the "Surety", are held and firmly bound unto _____
(Owner)
of _____, hereinafter called "Owner", in the penal sum
of _____ Dollars
(\$ _____) in lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered in a certain contract
with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto
attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the
Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully
indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of
failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any default, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, FURTHER, that the said Surety, for such value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work
shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. IN WITNESS
WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an
original, this the _____ day of _____, 20____.

Principal

ATTEST:

(Principal) Secretary

By _____(S)

(SEAL)

(Address - Zip Code)

Witness as to Principal

(Address - Zip Code)

ATTEST:

Surety

(Surety) Secretary

By

Attorney-in-Fact

(S)

(SEAL)

(Address - Zip Code)

Witness as to Surety

(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CONTRACT DOCUMENTS GENERAL CONDITIONS
[A201]
(see separate section)

SUPPLEMENTARY CONDITIONS

1. Insurance Requirements
2. Worker's Compensation Provision
3. Enumeration of Contract Drawings, Specifications, Appendices and Addenda
4. Sanitary Facilities
5. Non Discrimination
6. Roadway Closings
7. Wages Rates
8. Contract Bid Breakdown (Lump Sum)

1. Insurance Requirements

INSURANCE REQUIREMENTS

Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name **the Town of Waterford, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company (ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

(Minimum Limits)		
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$2,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella*	Each Occurrence	\$1,000,000
(Excess Liability)	Aggregate	\$1,000,000
Workers' Compensation & Employers' Liability	Work Comp	Statutory Limits
	EL Each Accident	\$2,000,000
	EL Disease Each Employee	\$2,000,000
	EL Disease Policy Limit	\$2,000,000

The Town of Waterford must be named as "Additional Insured" on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Town of Waterford prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. *If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date.*

2. Worker's Compensation Provision

Before entering into the contract for the project, the successful bidder must comply with all aspects of Section 31-286a of the Connecticut General Statutes, including providing the Town with a current statement from the State Treasurer that, to the best of his knowledge and belief as of the date of the statement, the Contractor or any of his Subcontractors was not liable to the State for any Worker's Compensation payments made pursuant to Section 31-355 of the Connecticut General Statutes.

Contract documents will not be signed until the statement has been received by the Town from the State Treasurer.

3. Enumeration of Contract Drawing, Specifications, Appendices and Addenda

The following are the contract drawings, specifications, appendices and addenda which form a part of this contract as set forth in the General Conditions.

Specifications

Specifications and Bid Form for **Transfer Station Scale Replacement**

Information for Bidders
Bid Proposal
General Conditions
Supplementary Conditions
Special Provisions

Addenda

Number and Date

Plans

Refer to: Barton & Loguidice Site Plan
Fairbanks D-A163070-SETT

4. Sanitary Facilities

The Contractor shall provide temporary sanitary facilities for his employees. These facilities shall be cleaned regularly and in all ways comply with the State and Town Health Regulations.

5. Nondiscrimination

Discrimination is prohibited under this contract.

No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation under any program or activity of a recipient government which government receives funds made available under Subtitle A of the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (hereinafter referred to as discrimination on the basis of age) or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973, (hereinafter referred to as discrimination on the basis of handicapped status) or any prohibition against discrimination on the basis of religion, as well as any exemption from such prohibition as provided in the Civil Rights Act of 1964 or the Civil Rights Act of 1968 (hereinafter referred to as discrimination on the basis of religion) shall also apply to any such program or activity.

All of subpart E or Regulations governing the Payment of Entitlements under Title I of the State and Local Fiscal Assistance Act of 1972 as Amended by the State and Local Fiscal Assistance Amendments of 1976 applies.

The Town of Waterford does not discriminate against individuals with disabilities as provided in the Americans With Disabilities Act (ADA). The Town expects that the vendors and/or contractors with whom it does business will comply with the American With Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful vendor/contractor will be required to sign a statement agreeing to comply with the provisions of ADA.

6. Roadway Closings

In certain cases where deemed necessary for protection of the public, the Town MAY officially close a road to vehicular traffic for a specified period of time. Prior to closing any roads in accordance with this paragraph, detours shall be established by the CONTRACTOR, approved by the OWNER, and suitable signs erected. Access to all homes and business shall be maintained at all times for area residents and emergency vehicles.

7. Wage Rates

Notice is given that Section 31-53 of the Connecticut General Statutes, as amended, **may apply** to this Contract. The provisions of this section **shall not apply** where the total cost of all work to be performed by contractors and subcontractors in connection with new construction of any public works project is less than one million dollars (\$1,000,000.00) or where the total cost of all work to be performed by contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000.00). Upon the award of any contract subject to the provisions of this act, the contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract.

To the extent Section 31-53 of the Connecticut General Statutes applies, the following provision shall be deemed inserted into the Contract Documents pursuant to C.G.S. section 31-53(a):

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

There shall be paid each laborer or mechanic of the Contractor or Subcontractor engaged in work on the project under this Contract in the trade or occupation listed at the end of this section, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractors and such laborers and mechanics.

The wage rates have been determined by the State Labor Department and the contractor in payment of wage shall be bound by such schedules in the performance of the work herein provided.

In accordance with Public Act 93-392, as may be from time to time amended, the Contractor shall submit monthly to the Town a certified payroll (Forms WWS-CP1 and CP2) accompanied by a Statement of Compliance. Samples of these forms are included with the wage rates.

In accordance with Public Act 02-69, as may be from time to time amended, the contractor shall contact the Labor Commissioner on or before July first of each year for the duration of this contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

The annual adjustments will be posted on Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the Department of Labor.

8. Contract Bid Breakdown (Lump Sum)

Not applicable.

**TOWN OF WATERFORD
INFORMATION AND GENERAL REQUIREMENTS TO BIDDERS**

1. Sealed bids (one ORIGINAL & TWO copies) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 15 Rope Ferry Rd Waterford, Connecticut 06385. At the designated time of opening, they will be publicly opened, read, recorded and placed on file. Bids may be mailed or hand-delivered by the specified time.
2. The envelope enclosing your bid should be clearly marked on its front by bid number, time of bid opening and date.
3. Whenever it is deemed to be in the best interest of the Town, The Town of Waterford reserves the right to reject any or all bids, in whole or in part, and to waive technical defects, irregularities or any informality in any bid when such action is deemed in the best interest of the Town; their decision is final.
4. The contract will be generally awarded to the most qualified, lowest and responsive bidder to meet specifications unless otherwise specified.
5. Bids will be carefully evaluated as to conformance with stated specifications.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Waterford.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the bidder.
10. *The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.*
11. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
12. The Town of Waterford is exempt from Excise, Transportation and Sales taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in proposal prices. Exemption certificates will be provided upon request.

13. By submitting a proposal, Vendors/Bidders certify that the proposal is made independently and without collusion, agreement, understanding, or planned course of action with any other Vendor/Bidder and that the contents of the proposal shall not be disclosed to anyone other than their employees, agents, or sureties prior to the official opening.
14. IF APPLICABLE the Bidder, when applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor.
15. Vendors shall observe and comply with all Federal, State and local laws, ordinances and regulations. *Vendors shall indemnify and save harmless the Town, all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or negligence whether by the bidder, his employees, his consultant and/or their employees.*
16. Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the Bid.

END OF SECTION

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD NON-
COLLUSION STATEMENT**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: _____

Company name : _____

Address: _____

Phone: _____ Email: _____

ESTABLISHED: _____

(Month) (Year)

State of Connecticut Contractor License # _____

Asbestos Abatement Contractor Certification License# _____

TYPE OF ORGANIZATION: (Circle One)

A) Individual B) Partnership C) Corporation D) LLC

E) Other _____

(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)

YEARS OF WORK IN RELATED FIELD:

(Described Any Related Work)

USE OF SUBCONTRACTORS:

To provide all the services listed in the specifications, would any services be handled by subcontractors? _____ Yes/No If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

Date

Signature

Title

Subscribed and sworn to before me at _____, Connecticut, this _____

Day of _____

20 ____

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS
SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL
EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

- OR:
- (1) The number of employees _____
- (2) Completed this form within one year _____ Yes _____ No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS

TYPE OF BUSINESS

TYPE OF ORGANIZATION

_____ Corporation _____ Partnership
_____ Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).
