



Town of Mansfield

Request For Proposal (RFP)

**MANSFIELD COMMUNITY PLAYGROUND
Supervised Construction and Community Build**

Matthew Hart, Town Manager
Curt Vincente, Director of Parks and Recreation
Patricia Schneider, Director of Human Services
Sara Anderson, Parent Education and Early Childhood Services Coordinator

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- A. Bid Security form
- B. Non-Response Statement
- C. State of Connecticut Wage Rates
- D. Bid Proposal Form
- E. Bid References Form
- F. Notice to Proceed
- G. Notice of Award
- H. Contractors Indemnification
- I. CHRO Form
- J. Town of Mansfield Bid Ordinance Form
- K. Site Plan
- L. Playground Design
- M. Surfacing Layout
- N. Playground Fence Picket Solicitation Form
- O. Hand Tile Fundraiser Specifications
- P. Contract Agreement
- Q. Labor and Material Payment Bond
- R. Conflict of Interest Affidavit
- S. Certification of Non-Segregated Facilities
- T. Application for Payment
- U. Performance Bond
- V. CT DOL Contracting Agency Certification Form
- W. CT DOL Contractors Wage Certification Form
- X. State of CT Payroll Certification Forms

**Town of Mansfield
Parks and Recreation Department**
10 South Eagleville Road • Mansfield-Storrs, CT 06268
(860) 429-3015

REQUEST FOR PROPOSALS NOTICE

RFP TITLE:	MANSFIELD COMMUNITY PLAYGROUND – Supervised Construction and Community Build		
BID #:	Not Applicable		
ISSUE DATE:	April 14, 2015		
DUE DATE and TIME:	May 14, 2015	3:00 PM EST	Bids will <u>NOT</u> be received after this time.
PROPOSAL OPENING LOC:	Town of Mansfield, Mansfield Community Center, Conference Room		
PRE-BID Conference: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES MANDATORY: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A			
Town of Mansfield Parks and Recreation Dept. Mansfield Community Center 10 South Eagleville Rd. Mansfield-Storrs, CT 06268			
Inquiries regarding this RFP must be submitted in writing via email, fax, or mail on or before: <u>May 7, 2015.</u> All correspondence must reference this RFP			
PROPOSAL CONTACT:			
Curt Vincente, Director of Parks and Recreation Town of Mansfield Parks and Recreation Dept. Mansfield Community Center 10 South Eagleville Rd. Mansfield-Storrs, CT 06268		Phone: 860-429-3015 ext. 6109 Fax: 860-429-9773 email: vincenteca@mansfieldct.org	
PROPOSAL SECURITY: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES AMOUNT: \$ <u>5%</u> max. bid price See page 11		PERFORMANCE BOND: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Page 14	

FIRMS who are interested in providing this service may obtain a REQUEST FOR PROPOSALS at www.mansfieldct.org, or in person at Town of Mansfield, Mansfield Community Center 10 South Eagleville Road, Mansfield-Storrs, CT 06268 between the hours of 5:30a.m. and 10p.m., Monday through Friday, 5:30am-8:00pm Saturday, and 8:00am-8:00pm Sunday. This Request for Proposal Notice has also been posted in the office of the Town Clerk as of April 14, 2015.

The Town is not responsible for the content of any bid package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party. The Town is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our website. In the event of any discrepancy between information on website and the hard copy specifications, the terms of the hard copy specification will prevail.

Upon receipt of this proposal document, any and all communications regarding this RFP must be made only to the Director of Parks and Recreation as noted above. Any violation of this condition could result in proposal disqualification. *This is a Sealed Bid- fax or electronic replies will not be accepted.*

NOTE: Each bid must be accompanied by Bid Security on form furnished by the Town of Mansfield (see Appendix A). Bid Security is to be made payable to the Town of Mansfield in an amount of five percent (5%) of Bidder's maximum Bid Price and in the form of cash, a certified or cashier's check, or a Bid Bond, issued by a surety company on the Federal Treasury Index List. The Bid Security shall be sealed in a separate envelope containing the Bid. The Town of Mansfield reserves the right to reject any and all bids or to waive any defect, irregularities in the bidding. See also Item 10 of Information for Bidders.

NOTE: All Bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Further, the Contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

NOTE: The Town hereby notifies all Bidders that in regard to any contract entered into pursuant to this Request for Proposals, advertisement or solicitation, small and/or minority business enterprises will be afforded full opportunity to submit proposals in response, and will not be subjected to discrimination on the basis of race, color, sex, or national origin in consideration for an award.

NOTE: The intent of the Town of Mansfield to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Bidders not wishing to respond to this solicitation. If your firm is not responding to this RFP, please complete the Non-Responsive Statement form in Appendix B.

The Town of Mansfield is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This project qualifies for the use of State of CT prevailing wage rates (see Appendix C). For additional information, contact Curt Vincente, Director of Parks and Recreation, at (860) 429-3015 ext. 6109 or by email at vincenteca@mansfieldct.org.

RFP - Bid Submittal Check List - Potential Bidders are encouraged to use the form on the last page of this document to confirm that all required forms are included with the bid. Some forms are not necessary at the bidding stage, but will be required upon successful award of the contract.

INFORMATION FOR BIDDERS

1. Purpose/Objective

As requested by the Town Council of the Town of Mansfield, the Town of Mansfield Parks and Recreation Department (herein after, "Town") has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining bids from interested and qualified firms offering to provide services for the **MANSFIELD COMMUNITY PLAYGROUND – Supervised Construction and Community Build** project in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Contractor".

If awarded, a contract to provide these services will be effective on the date the contract is approved by the Town Manager of the Town of Mansfield, signed by all required parties and filed with the Town Clerk.

The specifications included herein are based on requirements to ensure that the lowest practical cost and highest practical quality of services are obtained at quality prices using the latest technology.

Termination and/or cancellation of the contract will not relieve the bidder of any obligations for any deliverables or liabilities entered prior to termination of the contract. The Bidder may cancel the resulting contract with a one hundred and twenty (120) days written notice.

The Town will notify the bidder in writing of any deficiencies or defaults in the performance of his/her duties under the Contract.

As is more fully explained in Item 12 of Information for Bidders (page 12) of this RFP, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the Town, taking into consideration the evaluation factors set forth in this RFP. The Town will not use any other factors or criteria in the evaluation of the bids received.

2. Background

The Town of Mansfield is approximately 45 square miles in size and serves a population of approximately 26,543. The Town's fiscal year begins on July 1st and ends on June 30th. The Finance Department maintains the funds and accounts of the Town. The Finance Department is responsible for the custody and accounting of funds of each department. The Comprehensive Annual Financial Report for Town of Mansfield for the Fiscal Year ended June 30, 2014 can be found on the Town's website, www.mansfieldct.org

The Town was created in 1702 by adoption of its first charter.

The legislative branch of the Town is composed of an elected nine-member Town Council consisting of the Mayor, Deputy Mayor and seven Councilors. The Town Council is governed by the Town Charter and by state and local laws and regulations.

The Town of Mansfield operates under a Council-Manager form of government and provides a full range of municipal services including: general government administration, law enforcement and

fire protection, community development, public works, as well as community services such as parks and recreation, library services, and human services.

3. Inquiries

Direct questions related to this RFP to Curt Vincente, Director of Parks and Recreation, and submit such questions in writing to vincenteca@mansfieldct.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the Town will be the one stated in writing to vincenteca@mansfieldct.org. All questions asked, along with the answers rendered, will be electronically distributed to firms registered for this solicitation.

4. Receipt and Opening of Bids

The Town of Mansfield (herein called "Town"), invites sealed bids on the form attached hereto. All blanks must be appropriately filled in. Proposals will be received by the Town at the Office of the Director of Finance until 3 p.m. May 14, 2015 and then will be publicly opened and read aloud. The envelopes containing each bid must be sealed, addressed to the Director of Finance at the Audrey P. Beck Municipal Building, 4 South Eagleville Road, Storrs, CT, and be designated as a proposal for the **Mansfield Community Playground – Supervised Construction and Community Build**. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

Any bid may be withdrawn at any time prior to the time fixed in the published notice for the opening of bids only by written request for the withdrawal of the bid filed with the Director of Finance. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bid to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for the opening of bids, a bid will not be received after that time, nor may any bids be withdrawn within sixty (60) days after the time fixed in the published notice for the opening of bids.

5. Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference will NOT be held for this project.

6. Preparation of Bid

Each bid must be submitted on the prescribed form (see Appendix D) and all blank spaces for prices must be filled in, in ink or typewritten, in both words and figures. All pages in this set of contract documents shall remain intact and all bids shall be submitted complete with all pages attached hereto.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the proposal is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Potential Bidders are encouraged to use the form on the last page of this document (Bid Submittal Checklist) to confirm that all required forms are included with the bid. Some forms are not necessary at the bidding stage, but will be required upon successful award of the contract.

Any unauthorized condition, limitations, or provisions attached to a bid will be likely to render it informal and may cause its rejection. Alteration of the bid unit prices or amounts by erasure or interlineations must be explained, or noted, in the proposal over the signature of the bidder. If the bid is made by an individual, it must be signed by the full name of the bidder whose address must be given; if it is made by a firm, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by an officer in the corporate name and the corporate seal must be attached to such signature.

7. Method of Bidding

The Town invites the following bid:

Mansfield Community Playground – Supervised Construction and Community Build

The Town of Mansfield is using the Competitive Sealed Bids methodology of source selection for this procurement, as authorized by the Town Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive may be rejected without being evaluated by the Town. A responsive proposal is one which has been signed and submitted by the specified proposal deadline, and has provided the information required to be submitted with the proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

After bid opening has been completed, the Evaluation Committee shall review all bids for compliance with the specifications and select a vendor for recommendation. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in Item 12 below.

The Town may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

8. Qualifications and Experience of Bidder

Bidders must present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the work as required by the specifications.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish for the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, or the Town's previous experience with, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work contemplated therein. Conditional bids will not be accepted. It is mandatory that Bidders fully complete the Bid References Form (see Appendix E) and also see Appendix J – Town of Mansfield Bid Ordinance Form.

9. Project Team

The Town wishes to contract with a firm who will be responsible for constructing the new playground equipment and supervising the community build as detailed in the Project Details section of this document beginning on page 18.

The firm will consist of a Connecticut Licensed Architect or Engineer or experienced playground designer/manufacture who can design and produce the desired playground design and detailed construction documents, and a Certified Playground Safety Inspector who can certify that the playground meets required standards before the playground is opened to the public.

The Playground Committee will act as a partner to the awarded contractor in organizing the volunteers for the community build.

10. Bid Bond Requirements

Bid Security

Each bid must be accompanied by bid bond (as indicated initially in the notes on page 7) or certified check of the bidder in the amount of five percent (5%) of the Base Bid. Such bond or check will be returned within five days after the opening of bids to all bidders who are not shortlisted and invited to an oral presentation before the Bid Evaluation Committee as described in Item 12 below. The remaining cash or checks will be returned promptly after the Town and the accepted bidder have executed the contract, or if no award has been made within 60 days of the opening of bids upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Surety Company shall be on the Federal Treasury Index List.

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Town as liquidated damages for such failure or refusal, the security deposited with his bid. See Appendix A for Bid Security Form.

11. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The Town reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue RFP Notice	April 14, 2015
Mandatory Pre-Proposal Conference	Not applicable
Last Date for Receipt of Written Questions	May 7, 2015 @ 3:00 pm
Addendum Issued (If Applicable)	May 8, 2015
Proposal Close Date	May 14, 2015 @ 3:00 pm
Evaluation of Proposals	May 19, 2015 @ TBA
Shortlisted Firm Presentations (if needed)	May 21, 2015
Notice of Recommendation	May 26, 2015
Construction Begins	On or around October 13, 2015

12. Bid Evaluation Committee and Evaluation Factors

A team of Town employees and Committee members will evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this Request for Proposals. The Town will be seeking to identify the submittal(s) which will best meet the needs of the Town of Mansfield as determined from the responses to this Request for Proposals.

A selected group of proposers *may* be required to make an oral presentation to the Bid Evaluation Committee. Such presentation will provide an opportunity for the proposers to clarify the information provided in their RFP. Oral presentations, if any, will be considered in conjunction with submitted data by the Bid Evaluation Committee. The Bid Evaluation Committee will present its recommendation to the Town Manager, who has the authority to make the final determination and award contracts.

Submissions will be evaluated on a total score basis, with a maximum score of one hundred (100) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points
Contractor Qualifications – <ul style="list-style-type: none">▪ Company’s related experience▪ Project Managers experience	15
Designer’s Qualifications <ul style="list-style-type: none">▪ Company’s related experience▪ Project Managers experience	15
Project Management Plan –	10
Quality Control Plan	10
Project Schedule	10
Design Concept <ul style="list-style-type: none">▪ Meeting program requirements▪ Choice and Quality of materials used▪ Theme Design	40
▪ Total Points	100

Tie Breaker: In the event of a tie, both in individual scoring and in final ranking, the firm with the lowest volume of work on Town projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the Town’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed work in the last five years, the preference will be given to the Proposer within the Town limits or principal office closest to Town Hall.

13. Time of Completion, Liquidated Damages

Bidder must agree to commence work within 15 days of a date to be specified in a written Notice to Proceed (see Appendix F) and to fully complete the project prior to the November 30, 2015 completion date for this project. The Bidder must also agree to pay as liquidated damages, the sum of \$500 for each consecutive calendar day beyond the aforementioned completion date (refer also to Item 20 in the General Conditions).

14. Base Bid and Alternate Bids

The bid for the **Mansfield Community Playground - Supervised Construction and Community Build** is divided into two base bids: 1) "Base Bid – Playground Construction"; and 2) "Base Bid - Poured in Place Rubber Playground Surfacing" and three Alternate Bids: 1) "Alternate Bid - Donor Engraved Picket Fence"; 2) "Alternate Bid – Installation of individually crafted Hand Tiles"; and 3) "Alternate Bid – Installation of five (5) park benches". Due to budget considerations, the Town may use local contractors who may consider donating services to complete the Alternate Bids.

The contract will be awarded on the basis of the lowest responsive and responsible Bid which shall include the **summation of the two Base Bids** and, if sufficient funds are available, **summation of the three alternate bids** that will allow sufficient funds for the Town to complete the work. No additional time will be allotted for the inclusion of the Alternate Bids, nor may any claim be filed for additional compensable or non-compensable delay due merely to the addition of an add bid item and its ramifications. All work must be completed within the time specified in the "Contract Documents"/Agreement.

In the event of any discrepancies between this Notice to Bidders and the Information for Bidders within the Contract Documents this Notice to Bidders governs.

Again, also see Appendix D for required Bid Forms and Appendix E for Bid References Form.

15. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the work specified and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment, materials and labor necessary to carry out the provisions of his contract.

16. Addenda and Interpretations

No interpretation of the meaning of the playground design, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to:

Curt Vincente, Director of Parks and Recreation
Mansfield Community Center
10 South Eagleville Road
Mansfield-Storrs, CT 06268
OR via email at vincenteca@mansfieldct.org

To be given consideration, each request must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested and emailed to all prospective bidders (at the respective addresses furnished for such purpose), not later than six days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents.

17. Acceptance or Rejection of Bids; Award of Contract

No telegraphic proposal or telegraphic modification of a bid will be considered. No bid received after the advertised time of receiving bids will be considered. No bid unaccompanied by the appropriate bid surety will be considered. If the price of any item appears to be abnormally high or low, it may lead to the rejection of the proposal containing such price. The Town reserves the right to accept any bid, to waive any defects and informalities in the bids, and to reject any and all bids, or alternates.

The contract will be awarded to the lowest responsible and qualified bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to perform the work in good faith in compliance with these conditions and contract documents. The bidder to whom the award is made will be notified at the earliest possible date. The successful bidder shall execute and deliver to the Town, within ten (10) days after Notification of the Award (see Appendix G), an agreement in the form included in the contract documents, in such number as the Town may require.

18. Security for Faithful Performance

Simultaneously with the delivery of the executed contract, the successful bidder shall furnish to the Town a surety bond or bonds in the amount of one hundred percent (100%) of the total bid price as security for the faithful performance of this contract. In addition, contractor shall furnish a 100% payment bond to insure the payment of all persons performing labor on the project under this contract and furnishing materials and equipment in connection with this contract, as specified in the General Conditions included herein.

The surety company shall be listed on the Federal Treasury Index List, be a licensed bonding agent in the State of Connecticut and shall be satisfactory to the Town. Said bonds shall contain the full name and address of the firm or agency to whom bonds are to be returned upon release by the Town.

19. Power of Attorney

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

20. Contractor's Indemnity

The successful bidder shall indemnify and save harmless the Town of Mansfield and State of Connecticut according to the Contractor's Indemnification contained herein as Appendix H and incorporated into and made a part of this agreement. Appendix H must be signed and notarized and submitted to the Town prior to commencement of this project (agreement).

21. Insurance Requirements

The Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusions is required for all required coverages.

The coverage indicated below at not less than the specified limits are required for this project (agreement):

- A. Comprehensive General Liability coverage naming the TOWN and STATE OF CONNECTICUT as additional insured, written on an occurrence basis: \$1,000,000 per occurrence \$2,000,000 aggregate
- B. Automobile Liability coverage, including coverage for hired or borrowed autos: \$2,000,000 per accident-combined single limit
- C. Workers' Compensation Coverage, (as per Connecticut law and custom) and employer's liability coverage \$100,000/\$500,000/\$100,000 limits or "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.

The required insurance form shall be certified by a duly authorized representative of the insurer(s) and incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid on file with the Town prior to commencement of this project (agreement).

- D. Insurance as required by the Town of Mansfield shall be furnished by the Contractor to the Town. The Town of Mansfield, shall be listed as "additional insured" by name on all insurance certifications.
- E. Failure of the Contractor to maintain all required insurance in accordance with the Contract shall constitute a material breach of the Contract and shall subject the Contractor the Town's withholding liquidated damages from the Contractor in the amount of ten percent (10%) of the total Contract price, as it may be amended by construction orders, subject to the continued commercial availability of such coverage.

22. Vendor Liability

The Successful bidder will be responsible for all material and workmanship performed in conjunction with the RFP. The Town reserves the right to reject any or all material if in its judgment the item reflects unsatisfactory workmanship or service.

The vendor shall hold and save the Town of Mansfield, its officers, agents and employees harmless against claims by third parties, resulting from the Vendor's breach of this contract or the vendor's negligence. The vendor shall pay the costs associated with any action, claims, or demand or causes or action arising out of any said errors, omissions or negligent act, including, but not limited to attorney's fees.

23. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Special Conditions:

- General
- Coordination with Adjacent Projects
- Existing Conditions
- Traffic Control and Warning Signs, if necessary
- Sampling, Inspection and Testing of Materials
- Safety
- Enumeration of Plans
- Delays
- Protection of Existing Road and Facilities
- Prevailing Wage Rates
- Hurricane Protection
- Protection Against High Water and Storm
- Lights, Barriers, Watchmen and Indemnity
- Night Work
- Shoring
- Working Hours
- Time of Completion
- Private Property/Construction of Adjoining Buildings
- Notice to Contractor – Permits/Permit Applications
- Control of Materials
- Job Coordination Meetings
- Phasing

24. Laws and Regulations

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work specified herein 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.

25. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

26. CHRO Form

Bidder shall complete the attached Connecticut Commission on Human Rights and Opportunities Form (see Appendix I) and submit a completed and signed form with his/her bid. Bids without a completed CHRO form will be considered non-responsive.

27. Funding

Funding and grants for this project are not connected to any U.S. Department of Transportation programs, thus this section will not apply to this RFP. Typically any contract resulting from highway or transportation related projects are subject to a financial assistance contract between the Town of Mansfield and the CT Department of Housing. In those cases, all firms would be required to certify that they are not on the U.S. Department of Transportation's list of ineligible contractors. Further, the contractor would be required to comply with all applicable equal employment opportunity laws and regulations.

28. Town of Mansfield Bidding Ordinance Form

The attach form (see Appendix J) shall be completed and attached to the prospective bidder's submission. Failure to complete and attach the form may result in the rejection of the bid.

PROJECT DETAILS

This BID is for the complete design, fabrication, and installation of the Mansfield Community Playground at the Mansfield Community Center site in Mansfield CT. In order to provide the greatest value to the Town, the playground structure has multiple bid options/alternates. The Base Bid includes the playground structure and other play elements utilizing a supervised Community Build. The second Base Bid includes an installed poured in place rubber playground surface. The first Alternate Bid consists of a donor engraved picket fence; the second Alternate Bid includes installation of previously prepared and individually crafted donor hand-tiles onto the picket fence in the first Alternate; and the third Alternate Bid includes installation of five park benches.

1. Project Scope

This project is to represent the Town of Mansfield as its marquee playground, being creative and unique to the Town and its centralized location. The footprint and location on the site is detailed in Appendix K. The playground is to be designed with maintenance in mind. Features should include components with universally accessible capabilities, age appropriateness, educational components, and using state of the art surfacing.

The existing site contains the Mansfield Community Center building and the Mansfield Skate Park. The site presently has adequate parking and is accessible to restrooms within the Community Center. The site is also within one (1) block of the Town's new downtown Storrs Center, and within two (2) blocks of the University of Connecticut's main campus at Storrs.

Project shall represent the Town of Mansfield as its marquee playground, with maintenance in mind using best practices including the following:

- Exemplary design with attention to detail;
- Technologically advanced design;
- Environmentally conscientious design;
- Areas that allow for universally accessible capability;
- Areas that include age appropriate components;
- State of the art surfacing with ease of maintenance and quality appeal foremost;
- Incorporate design concepts into theme selected through community involvement process;
- Discourage inappropriate use (e.g. skateboards);
- In the event landscaping is added or repaired, native and low maintenance landscaping materials should be used;
- Playground to be enclosed with perimeter 4' picket fencing using a material that can be engraved with donor names;
- Design sensitivity for mobility-challenged individuals beyond minimum ADA compliance.

The Playground Committee will act as a partner to the successful bidder in organizing volunteers for the community build.

2. Equipment

The playground equipment should be chosen for children from infancy to 12 years old. Significant portions of the playground should be accessible to all children regardless of physical abilities or social needs.

The new playground equipment design and layout should incorporate the latest in playground design philosophy and technology addressing the physical and creative needs of children of multiple ages. All new equipment shall be sourced from an IPEMA certified company and comply with the latest ADA guidelines and ASTM/CPSC guidelines for playground safety. The equipment that should be incorporated in the design should include, but not be limited to the following:

Typical Types of Equipment

- Climbing Equipment:
 - Simulated climbing walls
 - Rope climbers
 - Ladders
 - Climbing bars with rings and rungs
 - Overhead Loop Ladder
 - Arch climbers or flexible climbers
- Spring rockers/spinners
- Balance beams or balance apparatus
- Composite structures (two or more themed)
- Swings, slides, and spinners for all ages, infants to pre-teens
- Connected elements via elevated surfaces (ramps, bridges, steps, ladders)

Interactive Designs that challenge the user's physical and mental skills. These could be reaction devices, "inverse" slides, and mental acuity devices for math, colors or language.

Sponsored Equipment

The Mansfield Community Playground Committee, through its fundraising efforts, have pre-sold specific components that must be incorporated into the design. These components include:

- Balance on chains or approved equivalent
- Benches (5), see also Alternate Bid Three (3)
- Bouncy rubber bridges (2) or approved equivalent
- Cable walk or approved equivalent
- Dairy Truck or approved equivalent
- Spinner or approved equivalent
- Steppers or approved equivalent
- Instrument or approved equivalent
- Wheelchair accessible game table or approved equivalent
- Wheelchair accessible word board panel or approved equivalent
- Wheelchair accessible low ladder or approved equivalent
- Wheelchair accessible sand table or approved equivalent

3. Themed Design

The Town desires to have the playground become a "signature" design statement. Community involvement has already occurred with the design. Proposer needs to include components that were already expressed by the community, particularly children, in the design process for an overall theme for the playground as well as the type of play equipment features desired. The playground design and theme

will also need to be demonstrated as equivalent to or better than (as determined by the Evaluation Committee) the design in Appendix L.

As well as expressing the design in the choice of the equipment and the layout of the equipment, the design could be enhanced by a “theme” of the layout. A “theme” design allows the users to create and imagine their role within the theme and enhance the play experience.

4. Materials

The material for the equipment and other areas of the playground should be selected with two primary considerations: Maintenance and Safety.

Materials selected should be as low maintenance as possible. Natural stained or painted wood is not acceptable.

Proposed materials should be “grippable” by all ages of children and be coated so that they do not become too hot in the exposure to the weather. Consideration should be given to materials that have more longevity given the hot and cold climate common in the New England states.

PVC should not be present within the material choice. The use of glass fiber reinforced concrete (GFRC) is discouraged within the design. The use of rubber coated ropes is also discouraged.

Posts should be of galvanized steel construction or approved equivalent with limited use of powder coatings and painting for all materials.

Platform material preference is for high pressure laminate or approved equal with a general thickness of .70 inches or 17.8 mm.

Side and barrier panels (excluding playshells and hollow plastics) should be constructed of a .75 inch or 19 mm high definition polyethylene or approved equivalent that carries at least an 80% recycled content with the outer layers being treated with UV stabilizers.

Playshells shall be constructed of rotomolded low-density polyethylene with UV stabilizers or approved equivalent.

Ropes shall be a polyester or polypropylene cable blend containing steel reinforcement through the use of 6 steel strands and follow an induction process during manufacturing so as to bind the PES with the steel within the rope or an approved equal. Different size ropes must be shown within the design based off the ages of the children.

All Hardware shall be constructed of stainless steel or Delta coated for corrosion protection

Bearings and spinning elements shall be electric motor quality lifetime lubricated ball bearings, with 72 mm outer diameter. Bushings will not be considered equal.

Springs shall be constructed of steel that meets DIN 17221 and subjected to shot peening to prevent crack formation and fatigue fracture.

Swings: Swing Chains shall be constructed of 6 mm diameter stainless steel chain per DIN 766.

Swing Hangers shall be constructed of UV-stabilized, conditioned, injection-molded polyamide with sealed, maintenance-free ball bearings.

Each Infant Swing Seat shall be a one-piece reinforced rubber seat or approved equivalent with a fully enclosed rim. The seat shall use galvanized or stainless steel hardware riveted to the seat that allows attachment to the suspending chains.

Belt Swing Seats shall be constructed of UV-stabilized polyurethane with a plastic core

5. BASE BID ONE (1)– Supervised Community Build Playground:

The Base Bid for the playground structure and other play elements consist of the supervision and installation of the themed play equipment as detailed or demonstrated equivalent (see Appendix L).

Work shall include:

- Coordination of community volunteers for the construction of the playground.
- Assigning specific tasks to volunteers based upon their level of related experience.
- Provide a detailed safety orientation for volunteers prior to their involvement in construction
- Provide architectural rendering for the Playground Committee approval;
- Building permit fees if required;
- Provide signed sealed documents as needed for Building Permit approval, if required;
- Construction in compliance with U.S. Consumer Product Safety Commission guidelines as well as ASTM F2373, ADAA guidelines and ASTM F1292 – Impact Attenuation;
- Construction management with installation contractor to resolve dimensional difference or unforeseen site conditions at no increase to contract amount;
- Coordination with the Town’s contracted Landscape Architect;
- Site restoration including periphery area used for staging/storing of materials;
- Provide insurance, performance and payment bonds per specifications as well as minimum one (1) year warranty;
- Preconstruction video and/or digital photographs;
- Shop drawing submittal and approval;
- Furnish all equipment and materials for playground and associated elements as designed;
- Delivery of all necessary equipment and materials;
- Attend pre-construction as well as construction progress meetings.

6. BASE BID TWO (2)– Poured in Place Rubber Surface

Much like the material selection of the playground equipment, the surfacing material needs to be highly maintainable and have a high degree of safety and a resistance to vandalism. The base bid for the poured in place rubber surfacing consists of installation of surfacing as detailed (see Appendix M). Work shall include:

- Coverage of approximately 9,770 square feet (5,163 @ 3.5”, 1,174 @ 3”, and 3,433 @ 2”);
- Color mix 50% black, 50/50% light green (final color choice to be decided by the Playground Committee);
- Professional installation of rubber surface;
- Crushed rock sub base delivered;

- Installation of sub base according to surfacing manufacturer /installer specifications;
- Wear mats under swings and slides;
- Border containment system;
- Delivery of all necessary materials;
- Coordination meeting with Landscape Architect.

7. ALTERNATE BID ONE (1)– Donor Engraved Picket Fence:

The Playground Committee has sold engraved pickets as part of the playground project fundraising campaign. The pickets will be attached to a fence surrounding the playground project area. The pickets will be made of weatherproof recycled plastic material and approximately 300 pickets have been sold as of the date of the RFP. All sold pickets will require engraving. It is estimated that a total of 830 pickets (1" x 3½" x 4') will be required to completely surround the playground according to design. See Appendix N for a sample of the pickets as described on the picket solicitation form..

8. ALTERNATE BID TWO (2) – Hand Tiles

The Playground Committee has sold individually crafted hand tiles as part of the playground project fundraising campaign and as described in Appendix O. The hand tiles will be attached to a fence surrounding the playground project area as described in Alternate Bid One (1). Approximately 130 hand tiles have been sold as of the date of the RFP.

9. ALTERNATE BID THREE (3) – Benches

The Playground Committee has sold five (5) benches as part of the playground project fundraising campaign. The benches can be typical park benches made from recycled materials.

More information about the Mansfield Community Playground and the efforts of the Committee can be accessed on their website at www.mansfieldcommunityplayground.org

GENERAL CONDITIONS

1. Contract and Contract Documents

The plans, specification and addenda shall form part of the contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer. See Appendix P.

2. Definitions

The following terms as used in these General Conditions are respectively defined as follows.

- A. "Contractor" - A person, firm or corporation with whom this contract is made by the Town.
- B. "Subcontractor" - A person, firm or corporation supplying labor, equipment or materials for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- C. "Work on (at) the project" - Work to be performed at the locations of the project including the transportation of materials, equipment and supplies to or from the location(s) of the project by the employees of the contractor and any subcontractor.
- D. "Owner or Town" - The Town of Mansfield, Connecticut, acting by and through its Town Manager, Director of Parks and Recreation, Director of Finance or their authorized representative.
- F. "Engineer" - The Town of Mansfield Director of Public Works, or his authorized representative.
- G. "Architect" - The consultant hired by the Town of Mansfield to design the structure or facilities composing all or part of the project.

3. Licenses

The Contractor is required to possess a current Certified Playground Safety Inspector (CPSI) certification or license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the Town account, are properly licensed to perform the activities or work included in the contract documents.

Any questions regarding required professional licenses can be directed to the Town's Project Coordinator.

4. Principals/Collusion

By submission of this Bid, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

5. Taxes

The Town is exempt from Federal Excise and State of Connecticut Sales Tax.

6. Relation of Town

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

7. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner. Coordination of necessary materials, volunteer labor, tools, equipment, water, light, and power will be negotiated to accommodate this Community Build format.

8. Contractor's Title to Material

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

9. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be as stipulated by the Owner. The Owner will pay for all laboratory inspection services directly, and not as part of the contract.

The Contractor shall supply in a timely fashion samples of any materials required to be tested along with certified test reports and certificates of compliance when required. No material shall be incorporated into the work without testing unless the owner designates otherwise. Any material

incorporated into the work and found to be deficient will be removed or replaced at the Contractor's sole expense.

Materials of construction, particularly those upon which the strength and durability of the finished product may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for users intended.

The Town or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

10. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified in the project documents by reference to manufacturers' or vendors' names, trade-names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Town, of equal substance and function. It shall not be purchased or installed by the Contractor without the Town's written approval.

11. Patents

The Contractor shall hold and save the owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

12. Surveys, Permits and Regulations

Unless otherwise expressly provided for in this contract, the Owner will furnish to the Contractor control survey points only for the execution of the work, and the Contractor shall provide all surveying necessary for the layout and execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work.

The Contractor is hereby notified that all permit and permit applications, if necessary, shall be made a part of this Contract, and that the Contractor shall be bound to comply with all requirements

of such permits and permit applications as though the Contractor were the permittee. If at the time the permit is received its contents differ from that which is outlined in the application, the permit shall govern. Should the permit be received after the receipt of bids and the permit requirements significantly change the character of the work, adjustment will be made to the contract upon mutual agreement of the Owner and the Contractor. The requirements and conditions set forth in the permit and permit application shall be binding on the Contractor just as any other specifications would be.

13. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Town as given from time to time during the progress of the work. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete all work to the satisfaction of the Town.

14. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Town shall direct, the Contractor will, and will cause his Subcontractors to protect carefully insofar as is reasonably possible given the nature of the work, his and their work and materials against damage or injury from the weather. If, in the opinion of the Town, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such material shall be removed and replaced at the expense of the Contractor.

15. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town, in a diligent manner. He shall notify the Town immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Town for approval.

Where the Contractor has not taken action but has notified the Town of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Town.

The manner of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Item 14 of the General Conditions above.

16. Reports, Records and Data

The Contractor shall submit to the Owner, in a format satisfactory to the Town, such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract. If required, certified payroll records indicating the payment of all labor on this contract shall be submitted to the Owner along with all requests for payment.

17. Superintendence by Contractor

At the site of the work, the Contractor shall designate one person who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Town.

18. Changes in Work

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved
- B. An agreed lump sum
- C. The actual cost of:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions.

To the cost under 18 (c), there shall be added a fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

19. Extras

Without invalidating the contract, the Owner may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in the order.

20. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the contract of 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 or before the date specified.

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 time for the completion of the work described herein, including the early completion of work as defined and specified, is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay the Owner the amount specified in the contract, 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 completing the work.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification 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. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- A. To any preference, priority or allocation order duly issued by the government of the United States or the State of Connecticut.
- B. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted 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;
- C. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections A and B of this article: Provided further, that the Contractor shall, within ten (10) days from the beginning of 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 cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

21. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

22. Conditions Found Different

Should the Contractor encounter conditions at the site materially differing from those indicated in the contract documents, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those indicated in the Specifications, he will at once make such changes in the contract documents as he may find necessary, and any increase or decrease of cost resulting from such changes is to be adjusted in the manner provided in Item 18 of the General Conditions.

23. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 18(C) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Owner, give the Owner access to accounts relating thereto.

24. Right of the Owner to Terminate Contract

If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make the prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, providing sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be in the manner provided in Item 26 below, and this obligation for payment shall survive the termination of the Contract.

If the work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor because the Owner has not made payment thereon as provided in Item 26 below, then the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

25. Construction Schedule

Immediately after execution and delivery of the contract, the Contractor shall deliver to the Town an estimated construction progress schedule and bar chart both electronically and in a form satisfactory to the Town showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the monetary values associated with each segment or subdivision of work. Said proposed schedule shall not be official until accepted and approved by the Owner. Contractor shall update this construction schedule monthly or as required by the Owner such that his work can be coordinated with the other contractual work proceeding in this area. Such schedule must provide for the coordination of work with other work being done in the Project area.

26. Payment To Contractor (also see Items 38 & 39)

The Town shall make progress payments to the Contractor on the basis of a duly certified and approved estimate of the work performed under the contract. Final payment shall be made after the final completion and acceptance of all work covered by the contract. To insure proper performance of the contract, the Owner shall retain five percent (5%) of the amount of each payment until the final completion and acceptance of all work covered by the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon full payment to the Contractor shall be made in accordance with the terms of this contract, but in no event shall the provisions of

this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

27. Acceptance of Payment as Release

The acceptance by the Contractor of payment shall be and shall operate as a release of the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this contract or the performance bond.

28. Contractor's Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under Item 21 of the Information for Bidders attached hereto and such insurance has been approved by the Town. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Town." The Town of Mansfield shall be listed as "additional insured" by name on all such insurance certifications.

29. Contract Security

The Contractor shall furnish a performance bond and a Labor and Material Payment Bond (see Appendix Q) in the amount at least equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract. Said Sureties shall be written by a company acceptable to the Town and licensed to do business in the State of Connecticut and listed on the Federal Treasury Index list and shall be filed with the Director of Finance of the Town.

30. Assignments

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

31. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by terms of the General Conditions and other contract documents insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

32. Department of Parks and Recreation Authority

The Town's Director of Parks and Recreation or his authorized representative shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Director of Parks and Recreation shall determine the amount, quality, acceptability, and fitness of the work which is to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Director of Parks and Recreation estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or be specifications, the determination or decision of the Director of Parks and Recreation shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Director of Parks and Recreation, in consultation with the project architect where applicable, shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Director of Parks and Recreation.

33. Quantities of Estimate

Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the proposal, they are given for use in comparing proposals, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

34. Conflicting Conditions

See Item 32 above.

35. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

36. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

37. Safety and Health Regulations for Construction

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

38. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

39. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the Town, the Town may terminate this Agreement immediately for cause; further the Town may terminate this Agreement for convenience with a thirty (30) day written notice. The Town shall be sole judge of non-performance.

40. Single Bid

Each Proposer must submit, with their bid, the required forms included in this RFP. Only one bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

41. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the Town of Mansfield's Purchasing Policies and Procedures.

42. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

43. Conflict of Interest

~~Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP (see Appendix R). Disclosure of any potential or actual conflict of interest is subject to Town staff review and does not in and of itself disqualify a firm from consideration.~~

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

44. Prohibition of Gifts to Town Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any Town employee, as set forth in the Town's Ethics Ordinance. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with Town staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the Town for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

45. Equal Opportunity Provisions

Contractor must also complete the Certification of Non-Segregated Facilities in Appendix S.

46. Anti-Kick Back Provisions

In accordance with the provisions of the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in Department of Labor Relations (29 CFR, Part 3), the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of this project, to give up any part of the compensation to which he is otherwise entitled.

47. Application for Payment

Contractor shall utilize AIA form G703 including continuation sheets when required. For each item, provide a column for listing: Item Number; Description of work; Scheduled Value; Previous Applications; Work in Place and Stored Materials under this Application; Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage. Application shall be typewritten. Certification shall be by signature of authorized officer. Contractor shall list each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work. Contractor shall prepare Application for Final Payment as specified in Item 53 below (Contract Closeout Procedures), submit three copies of each Application for Payment and an updated construction schedule with each Application for Payment monthly. When Owner requires substantiating information the Contractor shall submit data justifying dollar amounts in question. The Contractor shall provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description. See Appendix T.

48. Measurement and Payment

Each lump sum or unit price stated shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications. No separate payment will be made for cleaning up. Such clean up shall be considered incidental to the item to which it applies and shall be included in the price for that item. In all items involving excavation, the price shall include doing the entire excavation necessary for the proper installation and function of that item. Where rock is encountered, the quantity shall be considered as that for rock excavation.

49. Submittals

Each submittal shall be made to the Owner and shall include three copies for review and distribution. Contractor shall sequentially number the transmittal forms. Resubmittals are to have an original number with an alphabetic suffix. Contractor shall identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail number(s), and specification Section number as appropriate. Contractor shall apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals shall be scheduled to expedite the Project. Contractor shall identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work. Contractor shall revise and resubmit submittals as required, identify all changes made since previous submittal. Contractor shall distribute copies of reviewed submittals to concerned parties. Contractor shall instruct parties to promptly report any inability to comply with provisions.

50. Shop Drawings

Each Subcontractor shall submit the number of reproductions which Contractor requires, plus three copies which will be retained by Owner. After review, the Contractor will distribute in accordance with the above article on Procedures and for Record Documents described in Item 53 (Contract Closeout Procedures).

51. Samples

The Contractor shall submit samples, when specified in individual specification sections, to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. The Contractor shall coordinate sample submittals for interfacing work.

52. Warranty

The Contractor warrants and guarantees to the Town and the Project Coordinator that all materials and equipment will be new unless otherwise specified, and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in herein. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in-place, may be rejected.

If, prior to completion of the punch list resulting from the final inspection at expiration of the warranty period, any work is found to be defective, the Contractor will, promptly without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or, if it has been rejected by the Town, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor. Unless otherwise stated in a Notice to Contractor, five percent (5%) of the total Contract Price shall be retained by the Town for a period of one (1) year after substantial completion of the Contract to allow appearance of any defect in materials and workmanship.

Within this one (1) year period, the Contractor shall remedy any defective Work appearing and pay for any damages to other Work caused by such defective Work, or occasioned in correcting same. If the Town determines the defective Work creates a situation requiring immediate attention, the Town may have the defective Work removed and replaced. All direct and indirect costs, including compensation for professional services, will be paid by the Contractor. If an excessive amount of defective Work appears during the one (1) year period after the substantial completion, the Town, upon written notice to the Contractor, may extend the retainage period for an additional year. See Appendix U – Performance Bond)

The warranty with respect to failure due to material or production defects on HDPE and HPL panels, and galvanized structural parts such as poles, cross beams, floor frames and top brackets, is Lifetime* commencing on the date of delivery. The warranty with respect to failure due to material or production defects on all other galvanized parts, non-painted steel and metal parts, hollow plastic parts is 10 years commencing on the date of delivery. The warranty with respect to failure due to material or production defects on springs, painted metal parts, ball bearing assemblies, and net constructions is limited to **5 years** commencing on the date of delivery. Submitted manufacturer must show compliance to the above referenced warranty in order to be considered for this RFP.

53. Contract Closeout Procedures

The Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection. The Contractor shall provide submittals to Owner that are required by governing or other authorities, and submit final Application for Payment (as described in Item 47 above) identifying total adjusted Contract sum, previous payments and sum remaining due.

54. Project Record Documents

The Contractor shall maintain on site, one set of the following record documents; record actual revisions to the Work:

- A. Contract Drawings
- B. Specifications
- C. Addenda
- D. Change Orders and other Modifications to the Contract
- E. Reviewed shop drawings, product data and samples

55. Cleaning Up

During its progress, the work and the adjacent areas affected thereby shall be kept clean and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this Contract or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, drains, pipes, structures, and work, etc., shall upon completion of the work, be left in a clean and neat condition. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove, acceptably disinfect and cover all organic matter and material containing organic matter in, under and around privies, houses and other buildings used by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition. The Contractor shall restore or replace, when and as directed, any public or private property damaged by his work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, the Contractor shall do as required, all necessary roadway or driveway, walk and landscaping work. Suitable materials, equipment and methods shall be used for such restoration. The Contractor shall thoroughly clean all materials and equipment installed by him and his subcontractors, and on completion of the work shall deliver it undamaged and in fresh and new appearing condition

56. Anticipated Source of Material

Not applicable to this contract.

57. Public Assignment

The Contractor or Subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract without further acknowledgement by the parties.

58. Contractor Prequalification

Not applicable to this contract.

59. State of CT Prevailing Wage Rates

This project qualifies under CT State Statutes for the use of the State of CT prevailing wage rates. These rates are included in Appendix C and must be utilized for all labor used in fulfilling this contract.

60. State of CT DOL Certification Requirements

The State of Connecticut Department of Labor requires certification forms to be completed for this project. 1) Contracting Agency Certification Form (see Appendix V); 2) Contractors Wage Certification Form (see Appendix W); and 3) Payroll Certification Forms (see Appendix X). Originals of these forms and samples of completed forms can be found on the CT DOL website at:

<http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

SPECIAL CONDITIONS

1. **General**

The Contractor shall furnish all tools and/or coordinate community build tools to be used, equipment, materials and incidentals to complete all items of work for the construction of the project as set forth on the plans and in these contract documents in a manner described in these contract documents, General Conditions and Special Conditions.

The Owner (Town) reserves the right to eliminate from the contract any of the work shown on the Bid Form in the event it deems it to be in the best interest of the Owner.

2. **Coordination with Adjacent Projects**

The Contractor is hereby notified that there are and could be several additional projects being completed concurrently with and adjacent to the project. These projects include the following:

- installation of Skate Park equipment

It shall be the Contractor's responsibility to coordinate with these surrounding projects, Owners, and Contractors.

3. **Existing Conditions**

The Contractor is hereby notified that due to the construction of several adjacent projects (as described above in "Coordination with Adjacent Projects"), actual existing conditions may vary slightly than what's shown on the plans. Playground site preparation is expected to commence in the summer months. The Contractor will be presumed to have inspected the site prior to submitting his bid.

4. **Traffic Control and Warning Signs to be provided by Contractor as directed by the Project Coordinator**

The Contractor shall be responsible for any and all traffic control required while the work is in progress. Two-way traffic shall be maintained at all times unless specifically authorized by the Town for short periods of time.

5. **Sampling, Inspection and Testing of Materials**

If required or requested, the Contractor shall furnish Certified Test Reports and/or material samples for all materials utilized in the work or used temporarily on the job, demonstrating that the materials being furnished by him is in compliance with industry standards.

The Town reserves the right to retest any material which previously had been tested and accepted, and to reject materials in transit or at the point of delivery which do not meet requirements of the specifications, which are contaminated, or which are damaged.

6. Safety

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA). See also Item 37 of the General Conditions.

7. Enumeration of Plans

The following plan sheets are hereby enumerated as part of these contract documents:

<u>Sheet Number</u>	<u>Title</u>
Appendix K	Site Plan
Appendix L	Playground Design
Appendix M	Surfacing Layout

8. Delays

The Town shall not be considered in default under this agreement or responsible for any delay resulting from threatening weather conditions, equipment accident or failure, strike or labor dispute, natural disaster, fuel shortage, material shortage, or delay due to any other circumstance beyond the control of the Town.

9. Protection of Existing Roads, Driveways, Parking areas and Facilities

Care shall be taken to insure that work does not in any way damage the existing facilities.

10. Prevailing Wage Rates

State of CT Prevailing Wage Rates shall be utilized for all Labor used in fulfilling this contract. These wage rates and the forms and information provided by the State are attached to and made a part of this contract. See Appendix C

11. Hurricane Protection

Should hurricane warnings be issued, the Contractor shall take every precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include removing all loose materials, tools, and equipment from exposed locations, and removing all scaffolding and other temporary work.

12. Protection against High Water and Storm

The contractor shall take all precautions to prevent damage to work or equipment by high water or by storms. The Owner may prohibit the carrying out of work at any time when in his judgment high waters or storm conditions are unfavorable or unsuitable or at any time regardless of the

weather when proper precautions are not being taken to safeguard previously constructed work or work in progress.

13. Lights, Barriers, Watchmen and Indemnity

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and Volunteers in every respect from injury or damage whatsoever caused by any act of neglect by the Contractor or his subcontractors or their servants or agents.

14. Night Work

Night work, or work on Saturdays, Sundays, or legal holidays requiring the presence of an engineer or inspector, will not be permitted except as approved by the Owner. Should it be necessary for the Owner to operate an organization for continuous night work or for emergency night work, the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the Owner.

15. Shoring

If shoring is required to safely excavate or work within an excavated area, according to OSHA regulations, the cost of the shoring materials, erection and removal shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the owner.

16. Working Hours

Due to the Community Build format for this project, hours of work shall not be limited. Every effort shall be made by the Contractor and the Owner to coordinate specific days and times of construction. If required to work beyond this schedule, hours shall be arranged in advance with the Town to allow for inspection and engineering services to be scheduled.

17. Time of Completion

Bidder must agree to commence work within 10 days of a date specified in a written "Notice to Proceed" of the Town, and to fully complete all work prior to the Month, Day, and Year completion date for that project. Bidder must agree also to pay as liquidated damages, the sum of \$500 for each calendar day beyond the aforementioned completion date. Refer also to Item 20 of General Conditions.

18. Private Property/Construction of Adjoining Buildings

All the work for this project will take place on Town property, thus, there are no anticipated impacts on adjacent property, which is owned by the University of Connecticut. The greatest care shall be taken to avoid any trespass onto said UConn property without the express written permission of the owner. Any inadvertent damage to private property caused by the contractor shall be repaired to the satisfaction of the owner and shall be reported immediately to the Town of Mansfield Project Coordinator.

19. Notice to Contractor - Permits/Permit Applications

If permits are required for this project, the Contractor is hereby notified that all permit and permit applications contained herein shall be made a part of this contract. In the absence of the permit, the application shall be binding. If at the time the permit is received its contents differ from that which is outlined in the application, the permit shall govern. Should the permit be received after the receipt of bids and the permit requirements significantly changes the character of the work, adjustment will be made to the contract as mutually agreed upon by the Owner and the Contractor. See also Item 12 of General Conditions. The requirements and conditions set forth in the permit and permit application shall be binding on the Contractor just as any other specification.

20. Control of Materials

Certified Test Reports, Materials Certificate and Certificate of Compliance

For all materials, a Certified Test Report and a Certificate of Compliance will be required to ensure conformance to the requirements set forth in these plans or industry standards or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, the Materials Certificates shall be required to identify the shipment.

All materials utilized in this project shall be subject to Certification, and/or sampling requirements. Payment will not be made for those items incorporated into the project which have not met testing requirements as set forth herein. Samples and/or certificates shall be provided two weeks in advance of utilization on the project to allow time for testing and approval. Materials or items used in the project without appropriate testing will be subject to removal and replacement at the contractor's sole expense if testing shows the material or item to be of poor quality or to be different from that specified herein.

21. Job Coordination Meetings

Job coordination meetings will be conducted during the project and a responsible representative of the contractor will be required to attend each meeting. The representative must be knowledgeable about contractor's work including knowledge of the design, status of materials and deliveries, and have the authority to make schedule commitments.

22. Phasing

There is no phasing for this project.

ADDITIONAL NOTICES TO CONTRACTORS

1. NOTICE TO CONTRACTOR: CONTRACTOR TRAINING REQUIREMENT FOR 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

In accordance with Connecticut General Statute 31-53b and Public Act No. 08-83, the Contractor is required to furnish proof that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53, has completed a course of at least ten hours in duration in construction safety and health approved by the Federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Proof of compliance with the provisions of the statute shall consist of a student course completion card issued by the federal Occupational Safety and Health Administration, or other such proof as deemed appropriate by the Commissioner of the Connecticut Department of Labor, dated no earlier than five years prior to the commencement of the project. Each employer shall affix a copy of the construction safety course completion card for each applicable employee to the first certified payroll submitted to the Department of Transportation on which the employee's name first appears.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

This section does not apply to employees of public service companies, as defined in section 16-1 of the 2008 supplement to the General Statutes, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

The internet website for the federal Occupational Safety and Health Training Institute is <http://www.osha.gov/fso/ote/training/edcenters>.

Additional information regarding this statute can be found at the Connecticut Department of Labor website, <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims".

2. NOTICE TO CONTRACTOR: NON-DISCRIMINATION

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes and specifically apply to this contract: Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will

not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the

date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

~~(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.~~

3. NOTICE TO CONTRACTOR: EXECUTIVE ORDERS

The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth herein. At the contractor's request, TOWN shall provide a copy of these orders to the contractor. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

4. NOTICE TO CONTRACTOR: STATE ELECTION ENFORCEMENT COMMISSION (SEEC) CAMPAIGN CONTRIBUTION BAN

This Agreement is subject to the provisions of the State Election Enforcement Commission (SEEC) Campaign Contribution Ban. For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form (below):

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined later*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes TOWN committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued

by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or Agreement of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets

to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Date: _____

Town: Mansfield

6FR Part 31.

5. NOTICE TO CONTRACTOR: CT DOL CONTRACTING AGENCY CERTIFICATION FORM

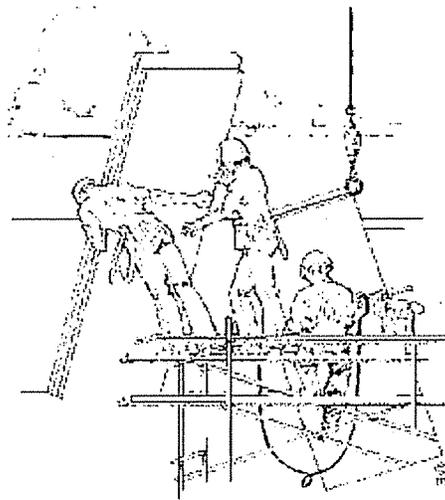
--NOTICE--

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to (860)263-6543.



See form for this item in Appendix V

6. NOTICE TO CONTRACTOR: CT DOL CONTRACTORS WAGE CERTIFICATION FORM

Contractors will be required to completely fill out the forms in Appendix W

Contractors are also required to complete forms in Appendix X (Payroll Certification Forms) as required by the State of CT Department of Labor (CT DOL). Originals of these forms and samples of completed forms can be found on the CT DOL website at:

<http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

APPENDICES

- A. Bid Security form
- B. Non-Response Statement
- C. State of Connecticut Wage Rates
- D. Bid Proposal Form
- E. Bid References Form
- F. Notice to Proceed
- G. Notice of Award
- H. Contractors Indemnification
- I. CHRO Form
- J. Town of Mansfield Bid Ordinance Form
- K. Site Plan
- L. Playground Design
- M. Surfacing Layout
- N. Playground Fence Picket Solicitation Form
- O. Hand Tile Fundraiser Specifications
- P. Contract Agreement
- Q. Labor and Material Payment Bond
- R. Conflict of Interest Affidavit
- S. Certification of Non-Segregated Facilities
- T. Application for Payment
- U. Performance Bond
- V. CT DOL Contracting Agency Certification Form
- W. CT DOL Contractors Wage Certification Form
- X. State of CT Payroll Certification Forms

Appendix A

BID BOND

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

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto _____

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 _____, 2015

The Condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain bid, attached hereto and hereby made a part

hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated 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.

Principal

Surety

By: _____

By: _____

Appendix B

NON-RESPONSE STATEMENT MANSFIELD COMMUNITY PLAYGROUND Supervised Construction and Community Build

The intent of the Town of Mansfield to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Bidders not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to Town of Mansfield Finance Department, 4 South Eagleville Road, Mansfield-Storrs, CT 06268.

We are not responding to this RFP for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name _____ of _____ Firm: _____
Mailing Address: _____
City, State, _____ Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

Appendix C

STATE OF CT WAGE RATES



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have **QUESTIONS** regarding your wages
CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Project: Construction To The Community Playground At Mansfield Community Center

**Minimum Rates and Classifications
for Heavy/Highway Construction**

ID#: H 20408

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Mansfield

FAP Number:

State Number:

Project: Construction To The Community Playground At Mansfield Community Center

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
2) Carpenters, Piledrivermen	31.00	22.50

As of:

Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

2a) Diver Tenders	31.00	22.50
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3) Divers	39.46	22.50
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
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4a) Painters: Brush and Roller	31.02	18.55
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4b) Painters: Spray Only	34.02	18.55
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4c) Painters: Steel Only	33.02	18.55
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4d) Painters: Blast and Spray	34.02	18.55
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As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

4e) Painters: Tanks, Tower and Swing 33.02 18.55

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 38.10 22.72 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 29.74 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.31 26.82

---LABORERS---

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.05 17.80

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator 27.30 17.80

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

10) Group 3: Pipelayers	27.55	17.80
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	27.55	17.80
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12) Group 5: Toxic waste removal (non-mechanical systems)	29.05	17.80
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13) Group 6: Blasters	28.80	17.80
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	28.05	17.80
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Group 8: Traffic control signalmen	16.00	17.80
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men,
Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable
Tenders 31.28 17.80 + a

13b) Brakemen, Trackmen 30.37 17.80 + a

—CLEANING, CONCRETE AND CAULKING TUNNEL—

14) Concrete Workers, Form Movers, and Strippers 30.37 17.80 + a

15) Form Erectors 30.68 17.80 + a

—ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:—

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers 30.37 17.80 + a

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

17) Laborers Topside, Cage Tenders, Bellman 30.26 17.80 + a

18) Miners 31.28 17.80 + a

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ---

18a) Blaster 37.41 17.80 + a

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge
Tenders 37.22 17.80 + a

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 35.35 17.80 + a

21) Mucking Machine Operator 37.97 17.80 + a

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

—TRUCK DRIVERS—(*see note below)

Two axle trucks	28.33	19.14 + a
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Three axle trucks; two axle ready mix	28.43	19.14 + a
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Three axle ready mix	28.48	19.14 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.53	19.14 + a
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Four axle ready-mix	28.58	19.14 + a
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Heavy duty trailer (40 tons and over)	28.78	19.14 + a
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As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids) 28.58 19.14 + a

---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required) 36.80 22.30 + a

Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required) 36.48 22.30 + a

Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required) 35.74 22.30 + a

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper) 35.35 22.30 + a

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 34.76 22.30 + a

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 34.76 22.30 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 34.45 22.30 + a

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 34.11 22.30 + a

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 33.71 22.30 + a

Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 33.28 22.30 + a

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.24 22.30 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.24 22.30 + a

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

Group 12: Wellpoint Operator. 31.18 22.30 + a

Group 13: Compressor Battery Operator. 30.60 22.30 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 29.46 22.30 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.05 22.30 + a

Group 16: Maintenance Engineer/Oiler 28.40 22.30 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 32.71 22.30 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 30.29 22.30 + a

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

**NOTE: SEE BELOW

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
--	-------	-------------

21) Heavy Equipment Operator	40.89	6.25%+17.18
------------------------------	-------	-------------

22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
--	-------	-------------

23) Driver Groundmen	24.99	6.25%+10.87
----------------------	-------	-------------

23a) Truck Driver	34.07	6.25%+15.41
-------------------	-------	-------------

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
----------------------	-------	-------------

25) Groundmen	22.67	6.5% + 6.20
---------------	-------	-------------

26) Heavy Equipment Operators	37.10	6.5% + 10.70
-------------------------------	-------	--------------

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
---	-------	--------------

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
--	-------	--------------

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

*Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Friday, March 27, 2015

Project: Construction To The Community Playground At Mansfield Community Center

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Friday, March 27, 2015

Appendix D

BID FORM/PROPOSAL

MANSFIELD COMMUNITY PLAYGROUND – Supervised Construction and Community Build

We the undersigned certify that all statements herein are made on behalf of

_____ hereinafter called "Bidder",

organized and existing under the laws of the State of _____,

doing business * _____

of the City/Town of _____ State of _____,

to the Town of Mansfield Director of Finance, hereinafter referred to the "Town".

*(Name of Corporation, Partnership, or Person submitting a bid)

The Bidder, in compliance with your request for bids for the "Mansfield Community Playground – Supervised Construction and Community Build" in the Town of Mansfield, having examined the specifications with related documents and the plans of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed work including the availability of materials, equipment and labor, hereby proposes to furnish all the materials, equipment, labor and supplies to accomplish the work as specified in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract within 15 days of a date to be specified in a written "Notice to Proceed" from the Town and to fully complete all required work prior to the November 30, 2015 completion date for this project, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day beyond the aforementioned completion date as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

No.	Date
_____	_____
_____	_____
_____	_____

I shall furnish all labor, materials, equipment, and services necessary to perform the work required for the construction and installation of the Mansfield Community Playground:

Total Base Bid One (1) Price: \$ _____

Total Base Bid One (1) Price in Words: _____

Also attach playground design/rendering and detailed list of equipment.

I shall furnish all labor, materials, equipment, and services necessary to perform the work required for the installation of the Mansfield Community Playground poured in place rubber surface:

Total Base Bid Two (2) Price: \$ _____

Total Base Bid Two (2) Price in Words: _____

Also attach playground surfacing design/layout and detailed list of materials.

I shall furnish all labor, materials, equipment, and services necessary to perform the work required for the installation of the Mansfield Community Playground picket fence with engraved donor names:

Total Alternate Bid One (1) Price: \$ _____

Total Alternate Bid One (1) Price in Words: _____

I shall furnish all labor, materials, equipment, and services necessary to perform the work required for the installation of the Mansfield Community Playground hand tiles:

Total Base Bid Two (2) Price: \$ _____

Total Base Bid Two (2) Price in Words: _____

I shall furnish all labor, materials, equipment, and services necessary to perform the work required for the installation of five (5) park benches:

Total Base Bid Three (3) Price: \$ _____

Total Base Bid Three (3) Price in Words: _____

The above prices shall include all materials, equipment and labor, all transportation costs, overhead, profit, insurance, etc. to provide for the finished work of the kind called for. (Amounts shall be shown in both words and figures. In case of discrepancy the amount shown in words will govern.)

Bidder understands that the Town reserves the right to reject any or all bids. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, the Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds and appropriate insurance coverage certificates as required by the General Conditions.

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Town in the event the contract and bond are not executed within the time set for the above, as liquidated damages for the delay and additional expense to the Town caused thereby.

The Undersigned understands and acknowledges that the failure to comply with the requirements of these certifications constitutes a non-responsive bid and thereby invalidates this entire bid proposal.

Respectfully submitted:

By _____
Name

Title

Company Name: _____

Seal
(if corporation)

Address _____

Phone: _____

Appendix E

BID REFERENCES FORM

Firm Name: _____

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent project similar in nature and size. Summarize below the five (5) projects. The Owner reserves the right to check references and confirm information provided herein.

No.	Project	Description/Cost	Owners Contact Info.	Date Work Started and Finished
1				
2				
3				
4				
5				

Appendix F

NOTICE TO PROCEED

TO: _____
(Contractor)

PROJECT NAME: Mansfield Community Playground – Supervised Construction and Community Build
Town of Mansfield, Connecticut

You are hereby notified to commence work on the referenced project, in accordance with the executed Contract dated _____. Work must begin on or before _____. You are to fully complete work on Mansfield Community Playground – Supervised Construction and Community Build prior to the November 30, 2015 completion date for that project.

You are required to return the acknowledgment copy of this Notice to Proceed, properly signed and otherwise executed, to the Owner.

Dated this ____ day of _____, 2015.

OWNER: TOWN OF MANSFIELD, CONNECTICUT

By: _____

Title: _____

CONTRACTOR'S ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by:

_____ on this the ____ day of _____, 2015.

By: _____
(Signature)

Title: _____

Appendix G

NOTICE OF AWARD

TO: _____
(Contractor)

PROJECT: Mansfield Community Playground – Supervised Construction and Community Build

In response to your Bid submitted on _____, 2015, for the above described work, you are hereby notified that your bid has been accepted for the unit prices quoted.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractors Performance Bond and Certificate of Insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of our Bid as abandoned as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledge copy of this Notice of Award to the Owner.

Dated this ____ day of _____, 2015.

TOWN OF MANSFIELD
(owner)

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

This ____ day of _____, 2015.

By: _____
(please print)

By: _____
(please sign)

Title: _____

Appendix H

CONTRACTOR'S INDEMNIFICATION

The Contractor shall at all times indemnify and save harmless the Town of Mansfield and the State of Connecticut and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses, and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Mansfield or (b) the Contractor, his subcontractors or materialmen or (c) any other person, which injuries and/or damages are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the Contractor or his subcontractor or materialman by reason of his or their use of faulty, defective or unsuitable materials, tools or equipment or defective design in constructing or performing the work. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of Mansfield or the State of Connecticut for damage to property of the Town of Mansfield or State of Connecticut caused by the Contractor, or his employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:

COUNTY OF:

Signed:

Contractor

By _____

Address _____

Date _____ 2015

Subscribed and Sworn to before me
on this ___ day of _____ 2015

Notary Public

Appendix I

CHRO FORM

FS-1

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.</p> <p>LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> <p>PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

FS-3

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number.</p>

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Appendix J

TOWN OF MANSFIELD BID ORDINANCE FORM



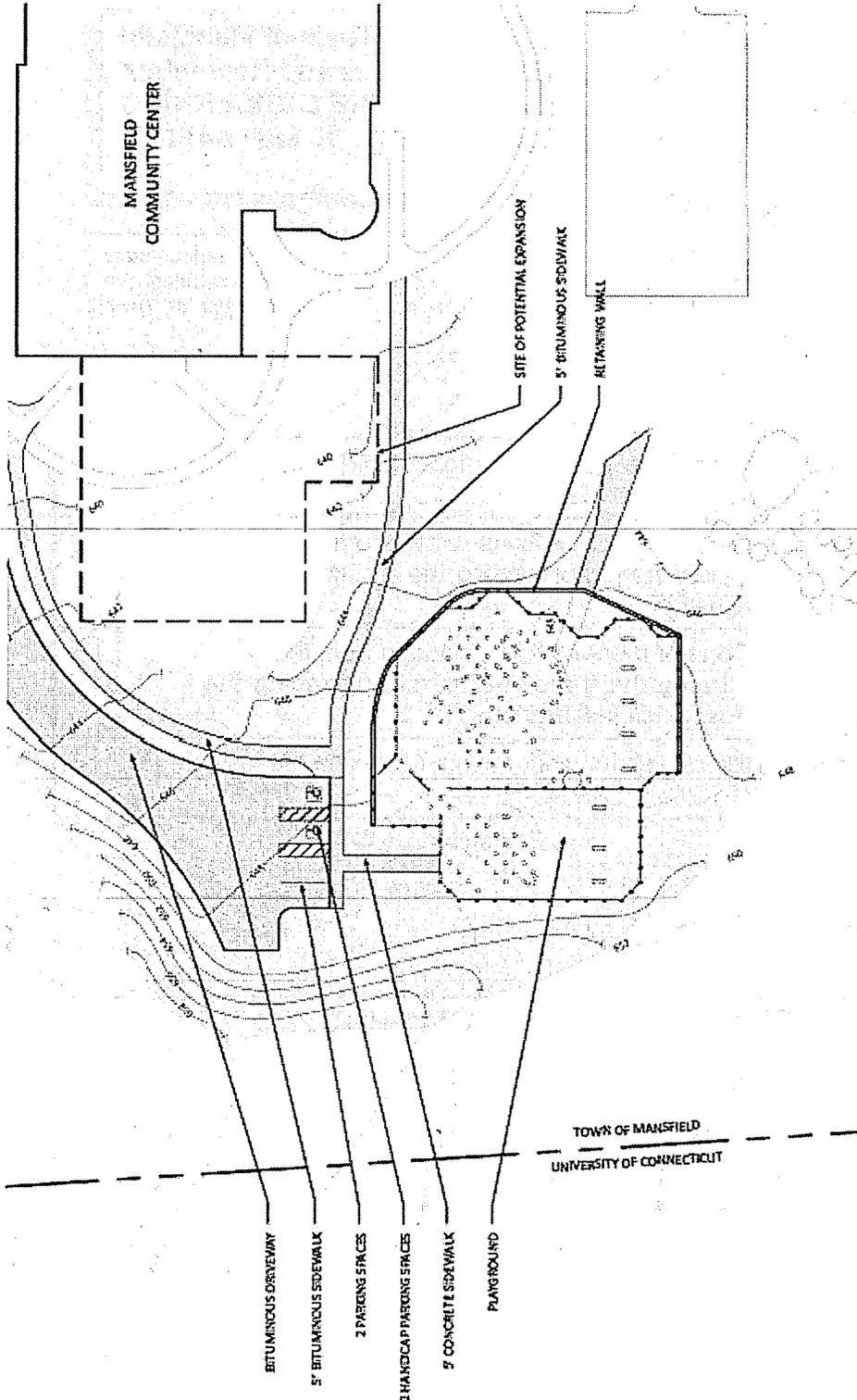
Town of Mansfield
Department of Parks and Recreation
QUESTIONNAIRE CONCERNING
OCCUPATIONAL HEALTH AND SAFETY

The Town of Mansfield is a political subdivision of the State of Connecticut and it is required by various state statutes and regulations and by its own Town Code of Ordinances to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist the Town of Mansfield in procuring this information.

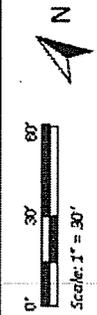
	Yes	No
1. Has the Bidder been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Bidder received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has the Bidder been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
4. The Bidder shall provide three (3) References for work completed within the last five (5) years.		
4a. Designer/Owner Contract Value (\$) Contact Name Phone No Work Description		
4b. Designer/Owner Contract Value (\$) Contact Name Phone No Work Description		
4c. Designer/Owner Contract Value (\$) Contact Name Phone No Work Description		

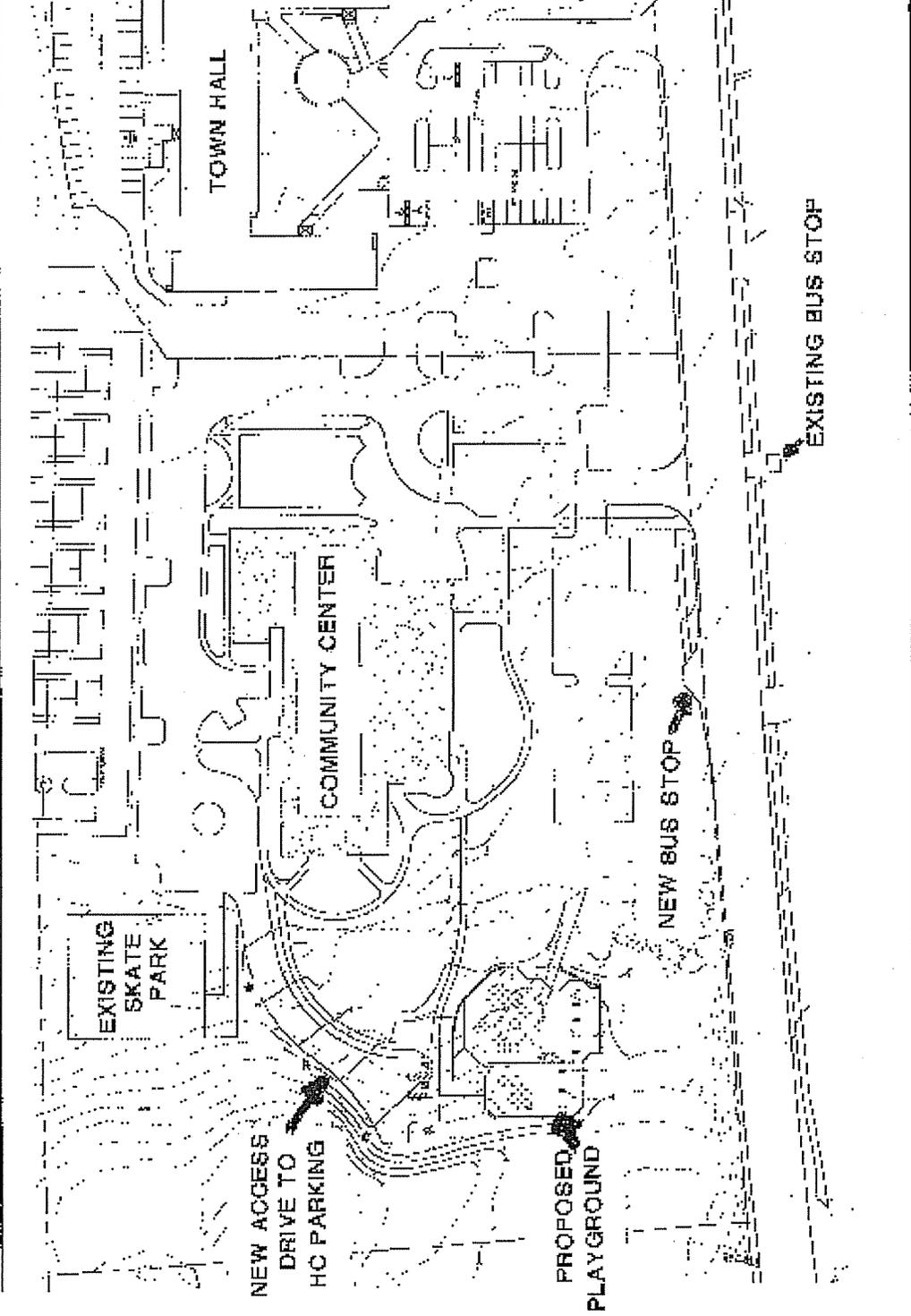
Appendix K

SITE PLAN



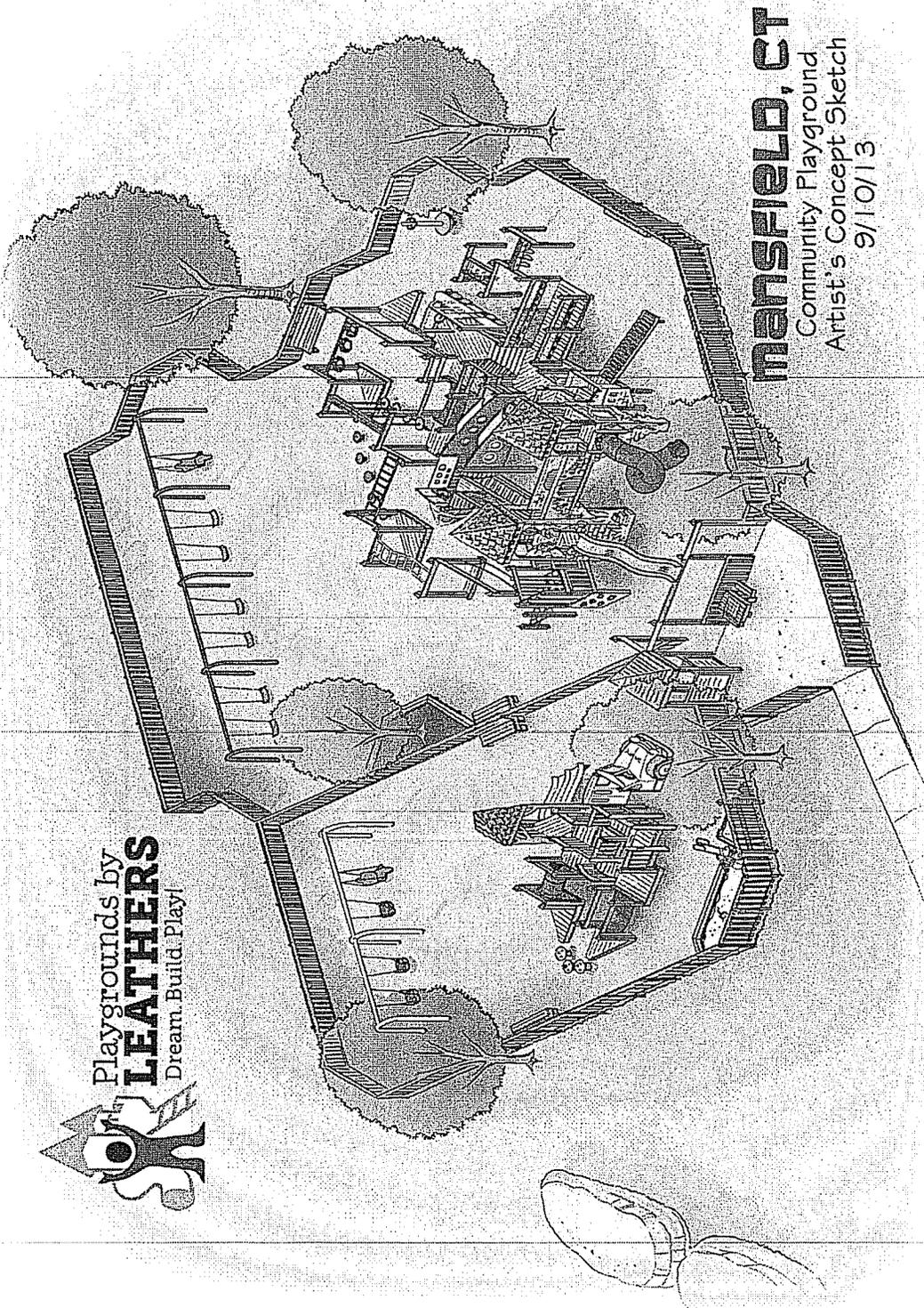
MANSFIELD COMMUNITY CENTER PLAYGROUND
PHASE 1
 February 16, 2015





Appendix L

PLAYGROUND DESIGN

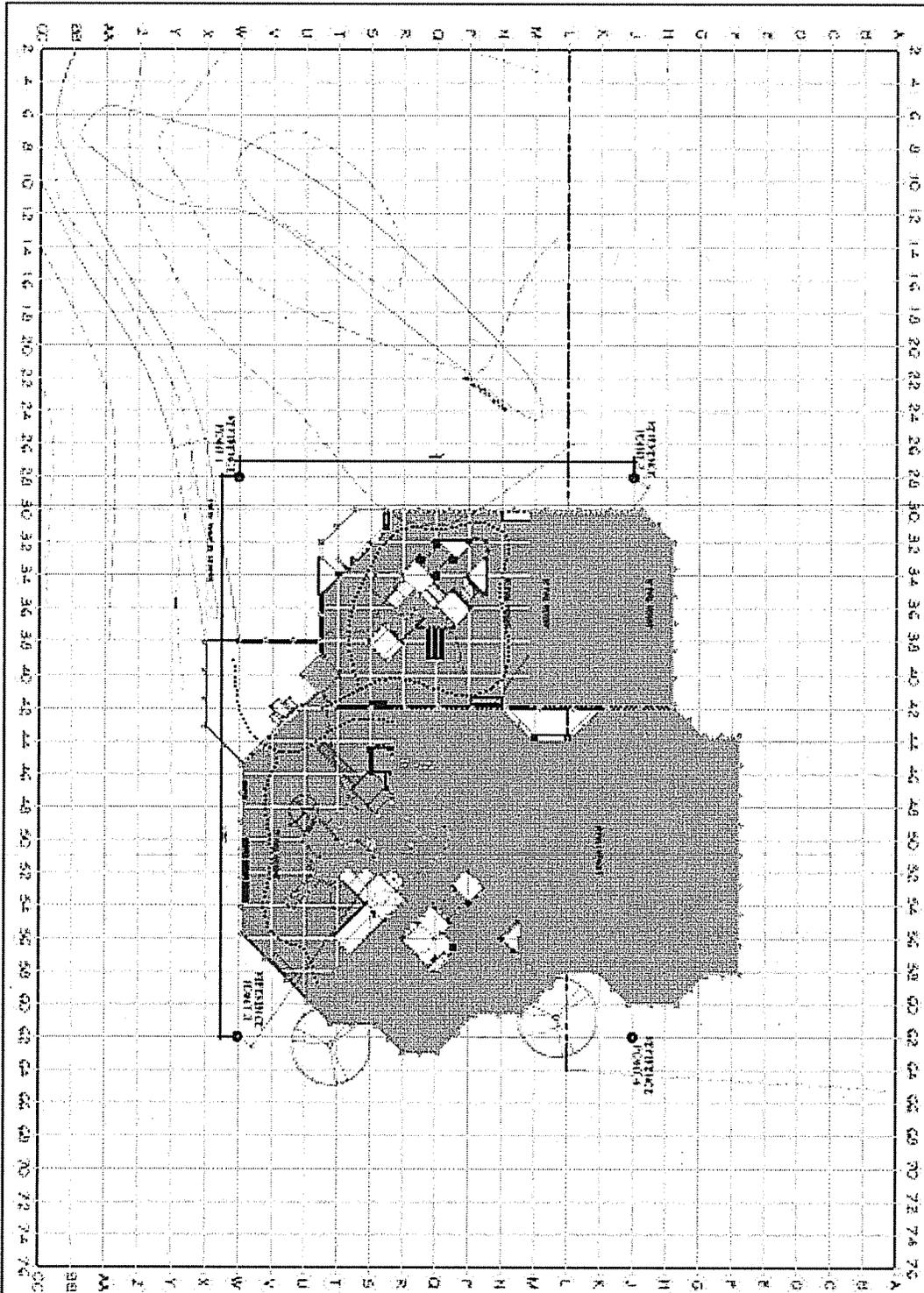


MANSFIELD, CT
 Community Playground
 Artist's Concept Sketch
 9/10/13



Appendix M

SURFACING LAYOUT



LEATHERS ASSOCIATES

Architectural Services

COMMUNITY PLAYGROUND
BY PLAN
MANSFIELD, CT

DATE: 11/11/11
SCALE: AS SHOWN
DRAWN BY: [Signature]

PROJECT NO. 11-11-11
SHEET NO. 11-11-11

Appendix N

PLAYGROUND FENCE PICKET SOLICITATION FORM



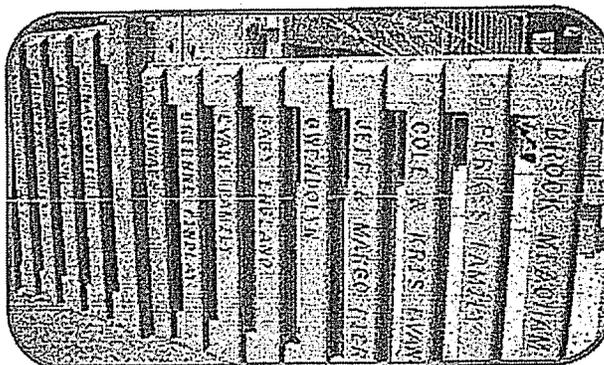
Give a Different Kind of Gift This Year: A Picket for the Playground!

This year, why not give your special someone
a very different, meaningful kind of gift?

Fence pickets will surround the new Mansfield Community Playground.

For **\$35**, you can have a fence picket engraved with the name of someone you care about.

A limited number of pickets are available for engraving, so reserve yours today!



Want to Know More?

Visit www.MansfieldCommunityPlayground.org today

Contact name: _____

May we include your name on our website as a playground supporter?

Yes No

Address: _____

Phone: _____ Email: _____

****To receive a gift card in time for the Holidays, send a request to Julia@MansfieldCommunityPlayground.org**

Wording to be inscribed on the picket(s): (Maximum 20 characters including letters, numbers, spaces, punctuation)

Picket #1																			
Picket #2																			
Picket #3																			
Picket #4																			

Number of pickets: _____ x \$35 = \$_____ Additional donation: \$_____ Total amount enclosed: \$_____

- Please mail me a gift card I can give as an indication of my gift. **
- Please email me a gift card that I can print out. **

Make checks out to: *Mansfield Advocates for Children* (write "Playground" in the memo line).

*All contributions to Mansfield Advocates for Children for the playground are tax deductible
Send to: Mansfield Advocates for Children • 4 South Eagleville Road • Mansfield, CT 06268
For an expedited response, contributions can be dropped off at Youth Services, at the same address.*



Appendix P

CONTRACT AGREEMENT

TOWN OF MANSFIELD - DEPARTMENT OF PARKS and RECREATION

Mansfield Community Playground – Supervised Construction and Community Build

This agreement made and entered into on the _____ day of _____, 2015, between:

THE TOWN OF MANSFIELD, acting by and through its Director of Finance, and hereinafter referred to as "Town",

_____, a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____ and hereinafter referred to as "Contractor,"

WITNESSETH;

That for and in consideration of the payments and agreements hereinafter mentioned, the CONTRACTOR hereby agrees with the TOWN to commence and complete the work described as follows:

Mansfield Community Playground – Supervised Construction and Community Build

Hereinafter called the PROJECT, for the sum of _____ dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices stated in the Bid Form/Proposal, the General Conditions and Special Conditions of the contract, the plans, which include all maps, plots, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents all of which are attached hereto and made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before 15 days of a date to be specified in a written "Notice to Proceed" of the Owner, and to fully complete the Mansfield Community Playground – Supervised Construction and Community Build prior to the November 30, 2015 completion date for that project. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions. The TOWN agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions, and deductions as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 22, "Payment to Contractor" of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR

TOWN

Director of Finance

(SEAL)

Recommended for approval:

Director of Parks and Recreation

Date

**SUPPLEMENT TO
CONTRACT AGREEMENT
TOWN OF MANSFIELD
DEPARTMENT OF PARKS and RECREATION
Mansfield Community Playground – Supervised Construction and Community Build**

1. In the event of inconsistencies among the Contract Documents, this Document and the basic Contract Agreement it supplements, shall govern. If there are inconsistencies within or between parts of the Contract Documents that are not resolved by application of the immediately foregoing sentence, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of work or (2) comply with the more stringent requirement. The terms and conditions of this paragraph shall not, however, relieve the Contractor of any of its obligations set forth elsewhere in the Contract Documents.
2. In performing its obligations under this Contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Performance of the Work
3. Each and every provision of law and Clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
4. The rights stated in the Contract Documents are cumulative and not in limitation of any Rights of the Town granted in the Contract Documents, at law, or in equity.
5. In no event shall the Town or its agents have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Town in the Contract Documents.
6. If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold said valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required is to be performed by Subcontractors of any tier, the Contractor shall take reasonable actions to ensure that any such Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.
7. To ensure that any Subcontractor is bound by the terms set forth in this Agreement between the Town and Contractor, the Contractor agrees to include a provision in each

Subcontract that incorporates by reference the terms of this Agreement and the Contract Documents incorporated by reference herein that shall apply to all work performed on this project by any Subcontractor in the following or similar terms: "The contractor and subcontractor shall be mutually bound by the terms of this agreement, and, to the extent that provisions of the prime contract apply to the work of the subcontractor, the contractor shall assume toward the subcontractor all obligations and responsibilities that the owner, under the prime contract, assumes toward the contractor, and the

subcontractor shall assume toward the contractor all obligations and responsibilities which the contractor, under the prime contract, assumes toward the owner and the architect.

8. The Contractor agrees that any contract it makes with any Subcontractor to do any of the Work pursuant to this Agreement shall contain a provision that the [Sub]contractor shall act as a Subcontractor to the Contractor, and that the Subcontractor agrees that it shall have no rights of any kind against the Town.

9. The Town will not be liable for damages to the Contractor as a result of delays suffered in completing the project. Extensions of time are the sole remedy available to the Contractor for this contingency.

10. The acceptance of Final Payment by the Contractor shall constitute a waiver of all claims by the Contractor, except those previously made in writing and designated as unresolved by the Contractor. In return for receipt of any partial payment, the Contractor or any Subcontractor receiving such partial payment shall issue a release of all claims through the date covered by any such partial payment in exchange for receipt of such payment.

11. By executing this Agreement, the Contractor warrants that its authorized representative has examined and compared the various components of the design documents, and has otherwise satisfied himself or herself to their accuracy, and thereby releases and holds the Town harmless from any liability for damages caused by either party's negligence to the full extent permitted by law.

12. Even if there is an ongoing dispute between the parties to this Agreement, the parties agree that the Work required by this Agreement shall continue until the project is completed.

13. The Work in this Contract should not interfere with safe operation of adjacent buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner directed by the Town as a part of the Contract.

14. The Parties to this Agreement will make a good faith effort to resolve, without resort to litigation any dispute between or among the Town, Contractor, Consultants or Subcontractors.

15. The Contractor agrees to participate in mediation when required to do so by the Town to resolve a dispute with each other.

16. If, after good faith effort, either party determines that either a mediator cannot be agreed upon, or mutually agree ground rules cannot be agreed upon, either party may give notice of its intent to litigate. No litigation may commence earlier than sixty (60) days after sending notice of intent to litigate, unless failure to commence litigation is reasonably likely to result in demonstrable harm.

17. If the dispute cannot be resolved by the principals during the process, then either party may bring the dispute to a court of competent jurisdiction, namely, the Superior Court for the Judicial District of Tolland at Rockville. The notice period for litigation shall be limited to sixty (60) days.

18. Should a subcontractor, at any time, refuse or neglect to supply a sufficiency of properly skilled workers or of material of the proper quality or quantity, or fail in any respect to prosecute the Work required of such subcontractor pursuant to the contract between the subcontractor and the Contractor with competence, promptness and diligence, or fail in the performance of any of its covenants with the Contractor, in addition to any rights of the Contractor to address any such situation, the Town may at its

option terminate the Agreement between the Contractor and such subcontractor after serving a three days written notice to the Contractor and such subcontractor. In the case of such discontinuance by the Town, the Town shall ensure that the subcontractor is paid the fair value of such subcontractor's work performed and materials supplied to the project to the date of termination of the contract of the subcontractor by the Town.

So agreed:

CONTRACTOR

TOWN

Director of Finance

Director of Parks and Recreation

Date

Appendix Q

LABOR AND MATERIAL PAYMENT BOND

NOTE: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal (hereinafter called Principal) and _____ as Surety (hereinafter called Surety) are held and firmly bound unto _____ (hereinafter called Owner) for the use and benefit of claimants as herein below defined; In the amount of _____ dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Owner for "Mansfield Community Playground – Supervised Construction and Community Build" which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

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

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or service in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

Unless otherwise required by law, any suit under this Bond must be Instituted before the expiration of (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seal this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)

(Business Address)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

BY: _____
Corporate

Affix
Seal

Attest:

(Corporate Surety)

(Business Address)

BY: _____
Corporate

Affix
Seal

Countersigned

*Attorney-in-fact, State of _____

*Power-of-Attorney for person signing Surety Company must be attached to Bond

Appendix R

CONFLICT OF INTEREST AFFIDAVIT

1. Before me, the undersigned authority, personally appeared _____
2. _____ who was duly sworn, deposes, and states:
3. I am the _____ of _____ with a local office in
4. _____ and principal office in _____.
5. The above named entity is submitting an Expression of Interest for the Town of Mansfield project described as **Mansfield Community Playground – Supervised Construction and Community Build**
6. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
7. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
8. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
9. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
10. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
11. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the Town of Mansfield.
12. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Town of Mansfield.
13. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Town of Mansfield in writing.

DATED this _____ day _____ 20_____.

Signature

Name of Affiant

Title

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

Personally known _____ OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Appendix S

CERTIFICATION OF NON-SEGREGATED FACILITIES

Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of this establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicitly directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Signature

Date

Name and Title of Signer (please type)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Appendix U

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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 _____, 2015, a copy of which is hereto attached and made a part hereof for the Storrs Center Town Square Structural Elements.

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 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 wise 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 THEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2015.

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

ATTEST:

(Principal)

(Principal) Secretary

By _____

(SEAL)

(Address)

(Witness as to Principal)

(Surety)

(Address)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

(Witness as to Surety)

Appendix V

CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____ located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

Appendix W

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

***FRINGE BENEFITS EXPLANATION (P):**

Both side benefits paid to approval plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income tax, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____

I, _____ of _____ (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (a), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons names first appear.

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

Mansfield Community Playground Project									
Detailed Schedule of Activities									
Activity Name	Start Date	End Date	Duration	Frequency	Location	Facilitator	Resources	Status	
								Completed	Planned
Site Assessment	01/15/2024	01/15/2024	1 Day	1	Community Center	John Doe	Survey, Maps		
Design Phase	01/20/2024	02/10/2024	2 Weeks	1	Community Center	John Doe	Design Plans, Budget		
Procurement	02/15/2024	03/15/2024	1 Month	1	Community Center	John Doe	Equipment, Materials		
Construction	03/20/2024	05/15/2024	8 Weeks	1	Community Center	John Doe	Construction Crew, Equipment		
Installation	05/20/2024	06/15/2024	3 Weeks	1	Community Center	John Doe	Equipment, Safety Gear		
Opening Ceremony	06/20/2024	06/20/2024	1 Day	1	Community Center	John Doe	Decorations, Invitations		
Maintenance	07/01/2024	Ongoing	Continuous	1	Community Center	John Doe	Tools, Spare Parts		
Community Events	07/15/2024	08/15/2024	1 Month	1	Community Center	John Doe	Event Planning, Supplies		
Evaluation	08/15/2024	08/15/2024	1 Day	1	Community Center	John Doe	Feedback Forms, Reports		

It is noted that the information on this page is for informational purposes only and does not constitute an offer of insurance. The information on this page is for informational purposes only and does not constitute an offer of insurance. The information on this page is for informational purposes only and does not constitute an offer of insurance.

Mansfield Community Playground Project		Project Schedule										Project Summary	
Item	Description	1	2	3	4	5	6	7	8	9	10	Start Date	End Date
1	Site Preparation											01/15/2024	03/31/2024
2	Foundation Work											04/01/2024	06/30/2024
3	Structural Steel Erection											07/01/2024	09/30/2024
4	Roofing											10/01/2024	12/31/2024
5	Interior Finishes											01/15/2025	03/31/2025
6	Exterior Finishes											04/01/2025	06/30/2025
7	Final Inspection											07/01/2025	07/31/2025

THIS IS AN ATTACHED DOCUMENT

FRINGE BENEFITS EXPLANATION (F)

Does this benefit pay for approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, medical costs, etc.)

Please specify the type of benefits provided:

- (1) Medical insurance 2007-2008 (2) Disability
- (3) Life Insurance (4) Health & dental
- (5) None (6) Other (please specify):

CERTIFICATE STATEMENT OF COMPLIANCE

For the work ending date of 5/31/09
 I, James Clark, 2008 Commissioner, Responsible Official
 Employed in my capacity as Owner working for hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wage rates by them during the week in accordance with Connecticut General Statutes, section 31-51, as amended. Further, I hereby certify and state the following:

- a) The records retained are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman, and the amount of payment or contributions paid or payable on behalf of each such employee to any employer's welfare fund, as defined in Connecticut General Statutes, section 31-53 (b), are not less than the prevailing rate of payment for the amount of payment or contributions paid or payable on behalf of such such employee to any employer or welfare fund, as determined by the Labor Administration Bureau in effect on Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-51 (and Section 31-54 if applicable for state highway construction work);
- d) Each such employer of the Employer is covered by a workers' compensation insurance policy for the duration of his employment which provides coverage has been provided by the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, remuneration, credit, gift, bribe, thing of value, or compensation of any kind which is presented directly or indirectly, to any prime contractor, prime subcontractor, employee, subcontractor, or subcontractor employee, for the purpose of improperly obtaining or retaining favorable treatment in connection with a prime contract or in connection with a prime contract or subcontract with a subcontractor acting as a prime contractor; and
- f) The Employer is aware that filing a conflict of interest which he knows to be false is a crime if filing for which the employer may be fined up to five thousand dollars, or imprisoned for up to five years or both.

2. OSHA - The employer shall affix a copy of the construction safety program, program or training completion document on the certified payroll required to be submitted to the contracting agency for this project on which each employer's name first appears.

Robert Craft Owner 10/2/08
 (Signature) (Title) (Date)

Section B: Applies to CONDOT Projects ONLY

That persons in CONDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft Owner 10/2/08
 (Signature) (Title) (Date)

Note: CONDOT will assume all hours worked performed in order Section A unless clearly defined in Section B. CONDOT in such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be reported for reporting purposes.

THIS IS A PUBLIC DOCUMENT
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ← Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers:

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 3 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers:

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters:

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers:

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Rev. 7/1/14

MANSFIELD COMMUNITY PLAYGROUND

Supervised Construction and Community Build

RFP - Bid Submittal Check List

Potential Bidders are encouraged to use this form to confirm that all required forms are included with the bid. Some forms are not necessary at the bidding stage, but will be required upon successful award of the contract. The following items should be included with the RFP Bid:

✓	Item Description	Appendix or page reference
	Bid Security Form	A
	➤ 5% Bid Security in separate sealed envelope	Page 7
	Bid Proposal Form	D
	➤ Playground Design Rendering	D
	➤ Playground Surfacing Design/Layout	D
	Bid References Form	E
	Town of Mansfield Bid Ordinance Form	J
	CHRO form	I
	Conflict of Interest Affidavit	R

Contact Person: _____

Firm/Company Name: _____

Email: _____ **Phone:** _____