TOWN OF HAMDEN

CONNECTICUT

TOWN OF HAMDEN
INVITATION TO BID
BID #2810
PARTIAL FLOOR REPLACEMENT
CHURCH STREET SCHOOL
HAMDEN, CT

The Town of Hamden and Hamden Public Schools are soliciting competitive bids for Partial Floor Replacement at Church Street Elementary School, 95 Church St., Hamden, CT 06514. The bidder shall follow the specifications for full compliance and accuracy.

Sealed proposals will be received at the Office of the Director of Finance until 11:00 A.M. on **June 28, 2016** ,at which time they will be publicly opened and read aloud. Bids received after the time set will be considered informal and will be rejected.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time.

The project is subject to prevailing wages provided in the specifications and all State of Connecticut labor laws. The project is also subject to applicable equal opportunity laws.

Specifications and forms on which bids must be submitted, may be obtained by downloading from **http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1** or picked up from the Purchasing Office, 2750 Dixwell Avenue, Hamden, CT., between the hours of 8:30 A.M. and 4:30 P.M., Tel (203) 287-7110.

The Town of Hamden reserves the right to accept or reject any or all options, bids, or proposals, to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT THE SITE, CHURCH STREET ELEMENTARY SCHOOL, 95 CHURCH ST. HAMDEN, CT AT 10:00 A.M. on June 21, 2016

Philip W. Goodwin
Purchasing Agent

PARTIAL FLOOR REPLACEMENT
CHURCH STREET SCHOOL
BL 13D2239-D

Bid# 2810
SECTION 01 73 20 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Work Included: The Work of this Section includes, but is not limited to, the following:

1. Selective demolition and removal of portions of the existing building flooring, as required to accommodate the new Work. Scope shall include, but not be limited to, the following, and as indicated on the Drawings:

   a. Removal of existing flooring and glue down to substrate.
   b. Shot-blasting/scariffying existing concrete surfaces.
   c. Cleaning residual glue from concrete, etc.
2. Removal and reinstallation sills and other equipment attached to floor, etc.

3. Temporary protections, enclosures, and similar protections for utilities, structures and persons.

4. Relocation of pipes, conduits, ducts, and other mechanical and electrical work (including equipment).

5. Legal disposal of demolished materials.

6. Coordinate work in this Section with that of Section 01 99 90, Hazardous Material Abatement.

1.02 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

C. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.03 SUBMITTALS

A. Schedule: Submit a proposed schedule of operations for selective demolition for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required. Submit details for dust and noise control.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted use of the building.

B. Photographs: Photograph existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

C. Contractor shall provide shop drawings and calculations for all temporary supports, shoring and

bracing required. Comply with Building Code requirements for preparation of submittals and do all required filing. Drawings and calculations for shoring and bracing shall be signed and sealed by a State of Connecticut licensed Professional Engineer.

D. Survey existing mechanical and electrical equipment designated to remain or be relocated for remaining tenants. Submit survey report prior to commencing work. Defects not indicated will be charged to the Contractor.

1.04 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed Selective Demolition Work similar to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1. All removal and demolition work shall comply with requirements of State and Local Building Codes, OSHA, and other local governing authority having jurisdiction.

C. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 – General Requirements and Bid Documents. Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

D. Notify appropriate agencies of any hazardous materials found at the site. Do not proceed with removal of said substances until so instructed.

1.05 JOB CONDITIONS

A. Occupancy: Buildings indicated to be demolished, or to have selective demolition operations shall be vacated and their use discontinued before the commencement of any Work.

1. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

2. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.

B. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with occupied portions of the building and other adjacent facilities.

1. Do not close or pathways, entrances, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. The Contractor shall provide, and maintain, at his/her own expense, permits, lights, barriers, sheds, and other items that are required by traffic regulations or local law.

C. Protections: Provide temporary barricades and other forms of protection as required to protect personnel from injury due to selective demolition work.

1. Provide shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.

2. Construct temporary insulated solid dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors.

D. Damages: Promptly repair damages caused to adjacent tenant spaces by demolition work at no cost to Owner.

E. Utility Services: Contractor to arrange for disconnecting and sealing of any utilities serving structures to be demolished, moved, or relocated, prior to start of demolition work.

1. Maintain and protect existing utilities to remain. Protect against damage during selective demolition operations.

2. Do not interrupt existing utilities, except when authorized in writing by Owner and coordinated with the Contractor.

F. Environmental Controls: Use temporary enclosures, and other suitable methods to limit dust and dirt to lowest practical level. Comply with governing regulations for environmental protection.

G. Hazardous Materials: It is expected that hazardous materials will be encountered in the Work. Coordinate with appropriate Specification Section (See Paragraph 1.01.5 in this Specification Section).

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

PART 2 - PRODUCTS

2.01 REPAIR MATERIALS

A. General: Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible; repair materials and workmanship are subject to the Architects acceptance/approval.

2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

A. General: Prior to the commencement of all demolition Work, inspect areas in which work will be performed. Photograph existing conditions which could be misconstrued as damage resulting from demolition work; file with Owner's Representative prior to starting work.

B. Verify that utilities have been disconnected and capped.

C. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.

D. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

E. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.

F. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.02 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Do not interrupt existing utilities serving occupied, operating or adjacent facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.

2. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

3.03 PREPARATION

A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

C. Conduct demolition operations to prevent injury to people and damage to adjacent rooms and facilities to remain. Ensure safe passage of people around demolition area. Coordinate with additional requirements specified in Division 1 of the specifications.

D. Erect temporary protection where required by authorities having jurisdiction.

3.04 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

1. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

3.05 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover and barricade openings to remain in compliance with these documents and authorities having jurisdiction.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

B. Concrete: Demolish concrete in small sections. Cut masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.

1. Break up and remove materials to the extent indicated, and as required to accommodate the proposed construction.

C. Mechanical Equipment:

1. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

2. Relocate and reconnect mechanical equipment and related services to mechanical equipment so as to bring the services to the state of operation that existed before starting work.

3.06 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

D. Patch and repair surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.

3.07 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Do not burn demolished materials. Transport demolished materials off property and legally dispose of them.

3.08 CLEANING

A. Sweep the building broom clean on completion of selective demolition operation.

END OF SECTION 01 73 20

SECTION 03 54 16 - HYDRAULIC CEMENT UNDERLAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, general provisions of the Contract, and other related construction documents such as Division 01 specifications apply to this Section

1.2 SUMMARY

A. This Section includes an underlayment that consists of a blend of Portland cement and other hydraulic cements that is a self-smoothing, trowelable, latex leveling compound with excellent adhesion, flexibility and moisture resistance.
   1. ARDEX K 60™ ARDITEX Rapid Setting Latex Smoothing and Leveling Compound
   2. ARDEX P 51™ Primer
   3. ARDEX P 82™ Ultra Prime

B. Related Sections include the following:
   1. Section 03 30 00, Cast-In-Place Concrete
   2. Section 09 05 61.13, Topical Moisture Vapor Mitigation
   3. Division 09 Flooring Sections

1.3 REFERENCES

A. ASTM C 109M, Compressive Strength Air-Cure Only
B. ASTM E10M, Standard Test Method for Brinell Hardness
C. ASTM F2170, Relative Humidity in Concrete Floor Slabs Using in situ Probes
D. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used. Include manufacturer's Safety Data Sheets.
B. Qualification Data: For Installer

1.5 QUALITY ASSURANCE

A. Installation of the ARDEX product must be completed by a factory-trained applicator, such as an ARDEX LevelMaster ® Elite or Choice Contractor, using mixing equipment and tools approved by the manufacturer. Contact ARDEX Americas (724) 203-5000 for a list of recommended installers.
B. Product must have hydraulic cement-based inorganic binder content as the primary binder which includes Portland cement per ASTM C150: Standard Specification for Portland cement and other specialty hydraulic cements. Gypsum-based products are not acceptable.
C. Manufacturer Experience: Provide products of this section by companies which have successfully specialized in production of this type of products for not less than 10 years. Contact Manufacturer Representative prior to installation.

1.6 WARRANTY:

ARDEX K 60™ ARDITEX installed as part of a floor system, shall be installed in conjunction with the recommended ARDEX Tile & Stone Installation Materials or
WW HENRY Flooring Adhesive, as appropriate, to provide the ARDEX SystemOne 5- or 10year comprehensive warranty, depending on the system installed.

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver products in original packaging, labeled with product identification, manufacturer, batch number and shelf life.
B. Store products in a dry area with temperature maintained between 50° and 85°F (10° and 29°C) and protect from direct sunlight.
C. Handle products in accordance with manufacturer's printed recommendations.

1.8 PROJECT CONDITIONS

A. Do not install material below 50°F (10°C) surface and air temperatures. These temperatures must also be maintained during and for 48 hours after the installation of products included in this section. Install quickly if substrate is warm and follow warm weather instructions available from the ARDEX Technical Service Department.

PART 2 – PRODUCTS

2.1 HYDRAULIC CEMENT UNDERLAYMENT

A. Hydraulic Cement-based Self-Leveling Underlayment
Acceptable Products:

1. ARDEX K 60™ ARDITEX; manufactured by ARDEX Americas: 400 Ardex Park Drive, Aliquippa, Pa 15001 USA, (724) 203-5000, www.ardexamericas.com

a. Primer Standard Absorbent Concrete: No primer is required.
b. Primer Extremely Absorbent Concrete: May require two applications of ARDEX P 51 to minimize the potential for pinholes forming in the ARDEX K 60.
c. Primer non-ARDEX epoxy substrates, including epoxy terrazzo: ARDEX P 82™ Ultra Prime

2. Performance and Physical Properties: Meet or exceed the following values for material cured at 73° F+/-3°F (23° C+/-3°C) and 50% +/-5% relative humidity:

a. Application: Barrel Mix
b. Flow Time: 10 minutes
c. Initial Set: Approx. 30 minutes
d. Final Set: Approx. 60 minutes
e. Compressive Strength: 3500 psi at 28 days, ASTM C109M
f. Brinell Hardness: Approx. 3,000 psi at 24 hours, ASTM E10M
g. VOC: 0

PART 3 – EXECUTION

3.1 PREPARATION

A. Concrete Subfloors: Prepare substrate in accordance with manufacturer's instructions.

1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, certain curing compounds and any contaminant that might act as a bond breaker before priming. Mechanically clean if necessary using shot blasting or other. Acid etching and the use of sweeping compounds and solvents are not acceptable.
2. All cracks in the subfloor shall be repaired to minimize the possibility of reflective cracking occurring within the ARDEX K 60.
3. Substrates shall be tested in accordance with ASTM F2170 and corrected for moisture or any other conditions that could affect the performance of the underlayment or the finished floor covering. For areas where moisture vapor emissions exceed the limits required by the floor covering manufacturer, refer to Section 09 05 61.13, Moisture Vapor Emission Control and install the appropriate ARDEX Moisture Control System.

B. Crack and Joint Preparation:

1. Moving Joints and Moving Cracks – Honor all moving joints and moving cracks up through the underlayment. A flexible sealing compound such as ARDEX ARDISEAL™ Rapid Plus Semi-Rigid Joint Sealant may be installed.
2. Saw Cuts, Control Joints and Dormant Cracks – Fill all dormant joints and dormant cracks with ARDEX ARDIFIX™ Low Viscosity Rigid Polyurethane Crack & Joint Repair or ARDEX FEATHER FINISH ® Self-Drying, Cement-Based Finish Underlayment as recommended by the manufacturer.

C. Adhesive residues on concrete must first be tested to make certain they are not water-soluble. Water-soluble adhesives must be completely mechanically removed down to clean concrete.

Non-water-soluble adhesives should be prepared to a thin, well-bonded residue using the wetscraping technique as recommended by the Resilient Floor Covering Institute (www.rfci.com).
The prepared residue should appear as nothing more than a transparent stain on the concrete after scraping.

D. Non-ARDEX epoxy substrates, including epoxy terrazzo must be clean and free of all waxes, sealers dust, dirt, debris and any other contaminant that may act as a bond breaker. If necessary, clean by mechanical methods such as shot blasting.

E. Steel substrates must be rigid, well supported, properly anchored, and free of undue flex and vibration. Shot blast the surface prior to installation.

F. Other non-porous substrates, including burnished concrete and ceramic and quarry tile, must be clean, sound and solidly bonded to the underlying substrate.

G. ARDEX MC RAPID: ARDEX K 60 can be installed over the ARDEX MC RAPID Moisture Control System without the use of a primer. The ARDEX MC RAPID must cure a minimum of 4 hours before ARDEX K 60 can be installed. When installing ARDEX K 60 over ARDEX MC RAPID that has not been primed or sand broadcasted, the ARDEX K 60 must be installed within 20 hours of application of the final coat of the ARDEX MC RAPID.

3.2 APPLICATION OF ARDEX K 60™ ARDITEX:

A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.
C. Priming:

1. Primer for standard absorbent concrete subfloors: No primer is required.
2. Primer for extremely absorbent concrete subfloors: Make an initial application of ARDEX P 51diluted with 3 parts water using a soft push broom. Do not leave any bare spots. Remove all puddles and excess primer. Allow to dry thoroughly (1 to 3 hours) before proceeding with the standard application of primer as described above for standard absorbent concrete.

3. Primer for non-ARDEX epoxy substrates, including epoxy terrazzo: Prime with ARDEX P 82 Ultra Prime. Follow the mixing instructions on the container and apply with a shortnap or sponge paint roller, leaving a thin coat of primer no heavier than a thin coat of paint. Do not leave any bare spots. Remove all puddles and excess primer. Allow to dry to a clear, slightly tack film (minimum 3 hours, maximum 24 hours). Underlayment shall not be installed until primer is dry.

D. Mixing: Comply with manufacturer's printed instructions and the following.

1. Mix each 35lb. (15.9 kg) bag of ARDEX K 60 Powder with a 1 Gallon (3.8L) bottle of ARDEX K 60 Latex Liquid.
2. Do not mix with water.
3. Pour the Latex Liquid in the mixing drum first, and then add the Powder while mixing with an ARDEX T-1 mixing paddle and a ½" (12mm) heavy-duty drill (min. 650 rpm). Mix thoroughly for approximately 2 to 3 minutes to obtain a lump-free mix.

E. Application: Comply with manufacturer's printed instructions and the following.

1. For self-leveling applications, ARDEX K 60 must be installed from a minimum thickness of 1/8" (3mm) up to a maximum thickness of ½" (12mm) over large areas and also can be featheredged to match existing elevations. ARDEX K 60 is trowelable and can be skim coated.
2. When installing ARDEX K 60 over ARDEX MC™ Moisture Control Systems, epoxy coating, non-water soluble adhesive residue on concrete or steel, the maximum installation thickness is ¼".
3. For thin applications, the profile of the substrate can affect the flatness and smoothness of

the ARDEX K 60.

4. For areas requiring a thickness greater than ½" (12mm), ARDEX recommends using a suitable ARDEX self-leveling underlayment, such as ARDEX K 15 ® Premium SelfLeveling Underlayment.

5. Pour the mix onto the floor and spread with the ARDEX T-4 Spreader. Immediately use the ARDEX T-5 Smoother or T-6 Spike Roller to smooth the surface. Wear non-metallic cleats to avoid leaving marks in the liquid ARDEX K 60.

F. Curing

1. ARDEX K 60 can be walked on in 2-3 hours after installation. Moisture-insensitive tiles, such as ceramic, quarry and porcelain can be installed after 6 hours. Porous-backed carpet can be installed after 12 hours. Other flooring structures can be installed after 16 to 24 hours. Skim coating application may be suitable for the installation of finish flooring in as little as 4 hours under ideal drying conditions.

G. Where specified, field sampling of the ARDEX underlayment is to be done by taking an entire unopened bag of the product being installed to an independent testing facility to perform compressive strength testing in accordance with ASTM C 109/modified: air-cure only. There are no in situ test procedures for the evaluation of compressive strength.

3.3 PROTECTION

A. Prior to the installation of the finish flooring, the surface of the underlayment should be protected from abuse by other trades by the use of plywood, Masonite or other suitable protection course.

END OF SECTION 03 54 16

SECTION 09650 - RESILIENT FLOORING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 – Specification sections, apply to work of this section.

1.02 SUMMARY

A. The work of this Section includes:
   1. Rubber sheet flooring
   2. Responsibilities, preparation/installation

B. Related Sections: Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
   1. Section 03300 - Cast-In-Place Concrete; concrete substrate; slab surface tolerances; vapor retarder for applications on or below grade; 83/90 degree riser and tread edge angle for stairtread and nosings
   2. Section 06100 - Rough Carpentry; plywood substrate; surface tolerances

C. References (Industry Standards):
   1. American Society for Testing and Materials International
      a. ASTM C518 Standard Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
      b. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension
      c. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine
      d. ASTM D2240 Standard Test Method for Rubber Property – Durometer Hardness
      e. ASTM D3389 Standard Test Method for Coated Fabrics Abrasion Resistance (Rotary Platform, Double Head Abrader)
      f. ASTM D6499 Standard Test Method for The Immunological Measurement of Antigenic Protein in Natural Rubber and its Products
      g. ASTM E90 Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements
      h. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
      i. ASTM E662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
      j. ASTM E1745 Standard Specification for Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs
      k. ASTM E2179 Standard Test Method for Laboratory Measurement of the Effectiveness of Floor Coverings in Reducing Impact Sound Transmission Through Concrete Floors
      l. ASTM E2180 Standard Test Method for Determining the Activity of Incorporated Antimicrobial Agent(s) in Polymeric or Hydrophobic Materials
      m. ASTM F386 Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces
      n. ASTM F925 Standard Test Method for Resistance to Chemicals of Resilient Flooring
      o. ASTM F970 Standard Test Method for Static Load Limit
      p. ASTM F1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to

Receive Resilient Flooring

q. ASTM F1514 Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color
r. ASTM F1859 Standard Specification for Rubber Sheet Floor Covering Without Backing
s. ASTM F1861 Standard Specification for Resilient Wall Base
t. ASTM F2169 Standard Specification for Resilient Stair Treads
u. ASTM F2199 Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat
v. ASTM G21 Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi

2. International Organization for Standardization
   a. ISO 140 Measurement of sound insulation in buildings and of building elements
3. National Fire Protection Association
   a. NFPA 253 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Energy Source
   b. NFPA 258 Test Method for Specific Density of Smoke Generated by Solid Materials

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's Installation Guide, Maintenance Guide and Safety Data Sheets (SDS) for each material proposed for use (available at www.nora.com/us).

B. Samples: Submit two 3 inch by 3 inch samples of each product (except noraplan® degree and norament® stairtreads), in color specified, for verification. The noraplan degree product requires two 6 inch by 6 inch samples and norament stairtreads require two 2 inch wide samples.

1.04 QUALITY ASSURANCE

A. Manufacturer: Provide resilient flooring manufactured by a firm with a minimum of 10 years' experience with resilient flooring of type's equivalent to those specified. Manufacturers proposed for use, which are not named in this section, should submit evidence of ability to meet performance requirements specified not less than 10 days prior to bid date.
   1. The manufacturer should have the Quality Management System approved by Lloyd's Register Quality Assurance to the Quality Management System Standard ISO 9001:2000
   2. Color Matching: Provide resilient flooring products, including wall base, accessories and subfloor preparation products from one manufacturer to ensure color matching and compatibility.
   3. Manufacturer must be capable of providing technical training and technical field service representation.

B. Installer Qualifications: Installer should be nora® approved for the requirements of the project or INSTALL (International Standards & Training Alliance) resilient certified for the requirements of the project, including noraplan® nTx.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in labeled packages. Store and handle in strict compliance with manufacturer's recommendations. Protect from damage due to weather, excessive temperatures, and construction operations.

B. Deliver materials sufficiently in advance of installation to condition materials to the required temperature for 48 hours prior to installation.

1.06 PROJECT CONDITIONS

A. Maintain temperature and humidity at service levels or 68° F (20° C), ± 5° F (3° C), and 50% RH ± 10% in areas to receive resilient flooring. Specified temperature should be maintained at least 48 hours before, during, and 8 hours after installation.

1.07 WARRANTY

A. Provide a one-year warranty against defects in manufacturing of all products supplied. Provide limited wear warranty for the flooring supplied, as detailed per product.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURER

A. nora systems, Inc., 9 Northeastern Blvd., Salem, NH 03079; telephone 800-332-NORA, or 603-894-1021; fax 603-894-6615.

B. The Manufacturer should meet 1.04 A. and have or provide the following:
1. ISO 14001 Environmental Management Systems certification.
2. Construction waste take back program for the purpose of reducing jobsite waste by taking back their uninstalled waste flooring. Details of the nora program are available at www.nora.com/us.
3. Flooring and adhesive that requires no moisture or pH testing.
4. Flooring surfaces that are easily cleaned and do not require coatings and stripping, or use chemicals that may be hazardous to human health.
5. Supply all required products that are CA 01350 compliant.
6. Flooring that is free of anything known to be teratogenic, mutagenic or carcinogenic.
7. Flooring that contains no polyvinyl chloride or plasticizers.
8. Flooring that contains no halogens.
9. Flooring that contains no asbestos.

Note: For specific product application recommendations please refer to your local nora® sales representative, or www.nora.com/us.

2.02 RESILIENT SHEET FLOORING FOR COMMERCIAL TRAFFIC

A.

1.	Product Name:	**noraplan® eco nTx, Article 158A**
2.	ASTM Specification:	ASTM F1859 Standard Specification for Rubber Sheet Floor Covering Without Backing, defined as Type I
3.	Limited Wear Warranty:	5 years
4.	Material:	nora® vulcanized rubber compound 913 with environmentally compatible color pigments that are free of toxic heavy metals like lead, cadmium or mercury
5.	Composition:	Homogeneous rubber compound with a random scattered design
6.	Color:	16 colors; minimum order quantities apply
7.	Surface:	Smooth
8.	Back of Tile/Sheet/Nosing:	Double-sanded smooth
9.	Material Size:	~48.5 feet by 48 inches (14.8m by 1.22m), ≥ amount specified
10.	Stairtread Length:	Not applicable
11.	Squareness:	Not applicable
12.	Thickness:	~0.08 inches (2mm), ASTM F386, ± 0.006 inches (± 0.15mm) is required
13.	Depth:	Not applicable
14.	Dimensional Stability:	ASTM F2199, ≤ 0.15% in both directions
15.	Flammability:	ASTM E648; NFPA 253; NBSIR 75 950, 0.88 achieved, ≥ 0.45 watts/sq. cm for Class 1 is required
16.	Smoke Density:	ASTM E662; NFPA 258; NBS, 199 (flaming) and 120 (non-flaming) achieved, < 450 is required
17.	Tunnel Test:	Not tested
18.	CAN/ULC-S102.2:	Surface Burning, FSC1 of 300 and SD of 1200, achieved
19.	Burn Resistance:	Resistant to cigarette and solder burns
20.	Slip Resistance:	ASTM D2047 Static coefficient of friction, Neolite dry 0.93, Neolite wet 0.9 achieved, ≥ .5 required (not recommended for ramps)
21.	Bacteria Resistance:	ASTM E2180 and ASTM G21, resistant to bacteria, fungi, and micro-organism

		activity
22.	VOC's:	This flooring is GREENGUARD Gold Certified for Low VOC Emissions, GREENGUARD Certified for Low VOC Emissions, Blue Angel Certified and CA 01350 Compliant
23.	Latex Allergies:	ASTM D6499, Inhibition Elisa, below detection level
24.	Sound Absorption:	ASTM E2179 Δ IIC 11, ISO 140 Δ Lw 8dB (compare only Δ values)
25.	Sound Generation:	Not tested
26.	Hardness:	ASTM D2240, Shore type "A", 92 achieved, ≥ 85 is required
27.	Static Load:	ASTM F970, Residual compression of 0.002" with 800 lbs. achieved, ≤ 0.005" with 250 lbs. required
28.	Rolling Load Limit:	≤ 450 lbs. / sq. inch, with no forklift traffic
29.	Abrasion Resistance:	ASTM D3389, 1.1 lbs. (500g) load on H-18 wheel with 1000 cycles, 0.008 oz. (0.24g) weight loss achieved, ≤ 0.035 oz. (≤ 1.0 gram) is required
30.	Elongation:	ASTM D412 Modulus @ 10% is 866.8 lbs. per sq. inch achieved, ≥ 300 lbs. per sq. inch is required
31.	Oil & Grease Resistance:	No
32.	Heat Resistance:	ASTM F1514, Avg. ΔE ≤ 8.0 is required, easily achieved with all batches and regular maintenance
33.	Light Resistance:	ASTM F1515, Avg. ΔE ≤ 8.0 is required, easily achieved with all batches and regular maintenance
34.	Static Generation:	AATCC 134, < 2000 Volts at 20% RH, achieved
35.	Decay Time:	Not applicable
36.	Conductivity:	Not applicable
37.	Thermal Transmission:	ASTM C518, R-value 0.51, achieved
38.	Cleaning:	Cleaned and maintained effectively using the nora pro clean® system; water, nora® pads and a suitable machine, without the use of any factory and/or field-applied coatings. No need to use harsh chemicals that may be hazardous or containing any teratogenic, mutagenic or any other ingredients known to be carcinogenic.
39.	Shine:	Higher shine achieved by buffing without any artificial topical applied coatings.
40.	Stain Removal:	Samples of the product should be provided for stain removal testing by the owner. Sample size should be 24 inches by 24 inches, pre-cleaned by manufacturer per published recommendations. Samples should have no coatings, sealers, floor finish or other manually or mechanically applied finish on the surface of the product. Stain testing should consist of application of common disinfectants and chemicals to include, but not limited to, Betadine, Methylene Blue, Silver Nitrate, black marker and alcohol based hand sanitizer. Duration of test period should be no less than one week. Removal of chemicals should be in accordance with manufacturers published cleaning and maintenance recommendations. ASTM F925 Suggested Test Reagents plus the common chemicals used in healthcare and education facilities were used.
41.	Substrate Preparation:	nora® nTx 010 and nora® nTx 020 products are recommended as required following the noraplan® nTx Installation Guide. Please contact your nora sales representative for specific recommendations.

Note: Exact values may vary due to the test methods and tolerance between batches. The ASTM minimum requirement should be achieved or exceeded.

PART 3 – RESPONSIBILITES

3.01 GENERAL CONTRACTOR RESPONSIBILITIES

Note: In the absence of a general contractor, these responsibilities defer to the end user.

A. Supply a safe, climate controlled building and subfloor as detailed in the noraplan nTx Installation Guide (available at www.nora.com/us).

B. When required, protect the installed flooring from damage during construction operations using Masonite, plywood or a similar product, ensuring first that the flooring surface is free of all debris. Lay panels so the edges form a butt joint. Tape the joint to prevent both movement and debris entrapment underneath them. Inspect immediately before covering and after removal for final acceptance.

3.02 FLOORING CONTRACTOR RESPONSIBILITIES

A. Provide trained installers that have at least one of the following:
1. Approved by nora systems, Inc. for all of the requirements of the project or INSTALL (International Standards & Training Alliance) certified for the requirements of the project.
2. An effective installation manager, to manage the project, installers, and ensure that all of the required procedures are followed as detailed in the noraplan nTx Installation Guide (available at www.nora.com/us).

B. Prepare the required substrate following the noraplan nTx Installation Guide. Use only the nora nTx 010 and nora nTx 020 products after any required mechanical preparation. Review and comply with all relevant Safety Data Sheets (SDS), local, state and federal regulations.

C. Install resilient flooring, including but not limited to the following, in accordance with the noraplan nTx Installation Guide.
1. Do not mix manufacturing batches of a color within the same area.
2. Do not install resilient flooring over building expansion joints.
3. Do not install defective or damaged resilient flooring.
4. Layout resilient flooring to provide ~ equal size at perimeter. Adjust layout as necessary to reduce the amount of resilient flooring which is cut to less than half full width.
5. Lay resilient flooring with arrows in the same direction (excluding borders).
6. Install resilient flooring without voids at seams. Lay seams together without stress.
7. Cut/scribe resilient flooring neatly at perimeter and obstructions.
8. Extend resilient flooring into reveals, closets, and similar openings.
9. Remove excess adhesive immediately.
10. Install reducer strips at exposed edges.

D. When required, install nora® wall base in accordance with noraplan nTx Installation Guide. Install in the longest practical lengths.

E. When required, install resilient stairtreads and accessories in accordance with the nora Installation Guide.

F. When required, heat weld noraplan nTx seams using a color coordinated nora® heat welding rod in accordance with the noraplan nTx Installation Guide.

G. When required, cold weld noraplan nTx using a color coordinated nora® cold weld in accordance with the noraplan nTx Installation Guide.

H. When required, flash cove noraplan nTx. Extend flooring up the wall using the boot flash coving method, to the required height. Provide cove stick and suitable capping strip. All internal and external vertical seams, or as specified, should be noraplan cold welded with a color coordinated nora cold weld. Note: Do not heat weld the vertical seams.

I. Touch-up and repair any minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired.

END OF SECTION 09 65 00

TOWN OF HAMDEN

GENERAL BID SPECIFICATIONS -- PART A

Bids shall be made on the bid forms furnished by the Town, without alteration. Bids shall be submitted in a sealed envelope, stating on the outside of the envelope the words "BID DOCUMENTS", the Town's bid number, the title of the Project, the title of the bid package for which a bid is being submitted, and the time and date of the bid opening. All bidders shall provide two copies of their bid, unless otherwise stated.

Bids received after the bid opening deadline shall be rejected. All spaces on the bid form must be filled in with figures and words or the Town, in its sole discretion, may reject the bid as non-responsive. No faxed or emailed bids are allowed.

BID SECURITY: Each bid shall be accompanied by a certified check or bid bond for five percent (5%) of the total bid. The Bid Security will be returned by the Town upon signing of the contract with the successful bidder. Checks or bonds must be made to the order and for the benefit of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the bids for the purpose of reviewing the bids. Bids shall not be combined, unless otherwise permitted in the Invitation to Bid or Instructions to Bidders. A separate bid surety shall be presented for each bid.

LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her bid.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the bidder to perform the work and the bidder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a bid if, in the Town's sole discretion, the Town determines that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the bidder is not in the best interest of the Town. Conditional bids will not be accepted.

SUBCONTRACTORS: The bidder is specifically advised that any person, firm or other party to whom bidder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful bidder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the bidder is not required to attach such information to its bid, the bidder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any bidder may modify his/her/its bid **prior** to the scheduled deadline for receipt of bids. See paragraph one above. The bidder wishing to modify its bid shall submit such modified bid in accordance with paragraph one above, shall unequivocally indicate that its prior bid is superseded by the modified bid and shall submit its modified bid in an envelope clearly marked "**MODIFIED BID**".

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the bid, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of bidders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Invitation to Bid or Instructions to Bidders.

OBLIGATIONS OF BIDDER: Each bidder shall, prior to submitting a bid, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Bidders shall be presumed to have read and to be thoroughly familiar with the specifications and all bid documents. The failure of any bidder to request, receive or examine any information or the failure of the bidder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any bidder from any obligation in respect to the bid and shall not subject the Town to any liability whatsoever.

Furthermore, the bidder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the bid documents.

WITHDRAWAL OF BIDS: Bids may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the bid opening deadline.

Negligence or mistake on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs 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 Town unless otherwise specifically stipulated in the contract or bid documents.

NON-COLLUSIVE BID STATEMENT: All bidders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked

☒ **PERFORMANCE AND** ☐ **PAYMENT BONDS**: To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, bidders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful bidders shall provide the Town with payment and performance bonds, at the bidder's expense, each for the full amount of the contract awarded. The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.

☒ **INSURANCE**: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful bidder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Bidders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Bidder.

☒ I. WORKERS COMPENSATION

Connecticut	Statutory Limits
Applicable Federal	Statutory Limits
Employer's Liability	$100,000 per Accident
	$100,000 Disease per Employee
	$500,000 Policy Limit

☒ II. COMMERCIAL GENERAL LIABILITY

Each Occurrence	$1,000,000
Damage to Rented Premises	$ 50,000
Medical Expense	$ 5,000
Personal Injury/Advertising	$ 1,000,000
General Aggregate	$ 3,000,000
Products & Completed Operations Aggregate	$ 1,000,000

Coverage to include Premise-Operations, Contractors Protective Liability, Products & Completed Operations, Explosion, Collapse & Underground, Contractual Liability, & Broad Form Property Damage.

☒ III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

Liability (Combined Single Limit) $1,000,000

(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

☒ IV. UMBRELLA/EXCESS LIABILITY (If Required)

Liability Limit – Each Occurrence over primary	$3,000,000
Self-Insured retention	$10,000

☐ V. POLLUTION LIABILITY (If Required)

Bodily Injury and Property Damage	$1,000,000 Each Occurrence
	$1,000,000 Aggregate

☒ VI. PROFESSIONAL LIABILITY (If Required)

$3,000,000 Each Occurrence
$3,000,000 Aggregate

VII. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation.

VIII. The bidder shall indemnify, defend and hold the Town of Hamden and/or Hamden Board of Education harmless for and against any and all injuries to persons and/or property resulting out of performance of this contract and resulting from the bidder's negligence.

ITEM VII AND VIII MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION

Occupational Safety and Health Administration Requirements; Safety Compliance: According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars ($100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's insurance policies will be endorsed to provide for the Town of Hamden to be named as an additional insured. The contractor will indemnify and save harmless the Town of Hamden from all suits and actions related to injuries to and/or damage to the property of others as a result of the activities of the contractor, its servants and agencies acting for the contractor.

CERTIFICATE OF INSURANCE: The contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a certificate of insurance to conform to the following:

a. Form(s) acceptable to the Town of Hamden.
b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
c. Policy dates must cover the term of this contract.
d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the bid submissions, bidders shall possess the necessary license(s) to perform the work that is the subject of this invitation to bid.

NON-RESIDENT CONTRACTORS: Out of state contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

Non-Discrimination and Affirmative Action: The successful bidder, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation 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 in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article, (and any additional provisions required by law), will be incorporated by such contractor in all contracts entered into in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –"Town of Hamden, Chapter 110, Business Transactions with Town". The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities ("the Commission") and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

Set Asides: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations

for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of $50,000.00 be set aside for exclusive bidding for "small contractors," as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for "minority business enterprises," as defined by Section 58(a) (4). For contracts in excess of $50,000.00, bidders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. BIDDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. BIDDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT BIDDERS' ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: 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 acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Hamden reserves the right to award the work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to this.

Bidders must include Federal ID number or Social Security number to be considered for bid approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES
If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:
It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden bids are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:
The Town of Hamden reserves the right to accept or reject any or all bids or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split bids and quotations among two or more bidders. The Town reserves the right to reject any bid submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT: The Connecticut Department of Administrative Services' Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than $500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this invitation to bid, bidders shall provide their bid update statement with their bid.

.TIME OF COMPLETION AND LIQUIDATED DAMAGES
Bidders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the forty five calendar days after award will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the bidder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Bidder, the sum of _____**($_____)** for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN BID FORM:
In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all bidders that the Town's contract with the successful bidder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, **police or fire extra duty, police vehicle use fees**, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

TOWN OF HAMDEN
LEGISLATIVE COUNCIL

PRESENTED BY:_____

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statues, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such

laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com by June 24, 2016. Bidders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the bid opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-Bid Meeting(s): Failure to attend a mandatory pre-bid meeting may be deemed, by the Town, grounds for rejection of your bid.

Deliveries: All deliveries are inside deliveries.

Provision of Bid Packets, Submission of Bids: Bid packets will be mailed upon request.

Bid packets will not be faxed.

Bid proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518.

Please include one original and seven copies of your bid unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH BID #, BID DATE, AND BID TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and bids submitted by bidders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this invitation to bid is to be the sole property of the Town unless stated otherwise in the invitation to bid or contract.

Timing and Sequence – Timing and sequence of events resulting from this invitation to bid will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a bidder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any bidder in preparing and submitting a bid.

Thank you.

Philip Goodwin
Purchasing Agent

GENERAL BID SPECIFICATIONS - PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964**. Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the CONTRACTOR shall cause or require a covenant running with the land to be inserted in the deed or lease or other instrument a restriction prohibiting discrimination with respect to race, color, creed, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon and providing that the CONTRACTOR and the United States are beneficiaries of and entitled to enforce such covenant. The CONTRACTOR in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20)**. Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.

3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

4. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):

   a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

   b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.

6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 (CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act

of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited**. No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations**. Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).

10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.

11. **Executive Orders 11063, 12259, and Title VIII**. CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.

12. **Historic Preservation**. CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.

13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

    No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Bidder certifies, by submitting a bid, that no owner, employee or family member (defined for purposes of this invitation to bid as a spouse, parent, sibling or child) of an owner or employee of bidder is a current or former employee of the Town or its Board of Education.

    Bidder further certifies that no owner or employee of bidder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Bidder's independent judgment or action in the performance of the proposed duties.

    Bidder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to bid.

Bidder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. Compliance with Town Regulations

Bidder shall cause all persons performing work pursuant to the contract between bidder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. Confidential Information

Bidder shall cause all persons under bidder's control who are providing services or materials under or through bidder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Bidder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and bidder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

BID #: 2810
BID TITLE Church Street School Partial Floor Replacement

BID FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the bid documents entitled _____
and dated _____.

I have received Addenda dated as follows:
_____

I have considered and included the provisions of the bid documents noted above in my bid. I have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

1. To hold my bid open until 60 days after the date on which bids are due.

2 To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this bid, according to the contract form provided by the Town of Hamden.

3 To accomplish the work in accord with the Bid Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any bid documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.

4. To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within _____calendar days following Owner's date of Notice to Proceed.

5. The undersigned submits a bid bond in the sum of _____ _____ dollars ($ _____) 5% of Base Bid, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the Bid Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.

6. I acknowledge that the Town of Hamden reserves the right to accept or reject any or all bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of Hamden.

_____ _____
Name: Dated
Title:

_____ _____
Contractor Tax ID# Contractor License #

COMPLETE AND RETURN

BID #: 2810
BID TITLE: Church Street School Partial Floor Replacement

NON-COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

(1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and

(2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of Hamden to consider the bid and make an award in accordance therewith.

_____
Legal Name of Bidder

_____
Business Address

_____
Signature and Title of Person
Authorized to Sign

_____
Printed Name

_____
Date

COMPLETE AND RETURN

BID #2810

You are required to furnish the following information to the Town of Hamden:

Name and address of Company _____
(Print or type)

_____

_____

Name and Title of Agent of Company _____
(Print or type)

Signature: _____ Date: _____

Telephone: _____ Email: _____

Fax: _____ Federal I.D. Number: _____

Vendors are encouraged to measure the areas during the walk through for exact measurement.

1. Base Bid Hatched Area Lobby 1577.80Square Feet +- _____
2. Alternate#1 Core Lobby 665.0 Square Feet +-_____
3. Alternate #2 Cafeteria 2176.0 Square Feet +-_____

Lump sum Base price for equipment, material, and labor: $_____

$_____
WRITTEN AMOUNT