



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080


Award Recommendation Resolution:

On Tuesday, 21st March 2023, the Purchasing Authority awarded bid number 2023-124 Sanitary Sewer Line Extension – Carriage Drive to Burns Construction Company, Inc., Stratford, CT to provide labor, materials, equipment, and all else necessary for the extension of the sanitary sewer line on Carriage Drive, between Mill Hill Terrace and Southport Terrace as per the bid documents and the technical specifications and drawings prepared by Cabezas DeAngelis Engineers & Surveyors.

Burns Construction Company, Inc. is the lowest responsible bidder for this service.

The award of this contract to Burns Construction Company, Inc. may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-124

Sanitary Sewer Line Extension – Carriage Drive

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted 3/16/ 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder: Burns Construction Company, Inc.

Doing Business As (Trade Name)

300 Sperry Avenue
Address

Stratford, CT 06615
Town, State, Zip

Mr. Anthony DiVirgilio, Utility Division Manager
(Mr. / Ms.) Name and Title, Printed

Signature

203-395-5314

Telephone

Fax

adivirgilio@burnsconstruction.com

E-mail

Thomas R. [Signature]
First Selectwoman
[Signature]
Director of Purchasing
2/17/2023
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, 14th March, 2023

To provide labor, materials, equipment and all else necessary to complete the sanitary sewer line extension project as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2023-124" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive bids from qualified Contractors to provide all materials, labor and equipment necessary for the extension of the sanitary sewer line on Carriage Drive, between Mill Hill Terrace and Southport Terrace as specified.

SCHEDULE

The awarded Contractor shall have site access once provided with a notice to proceed, with all work to be completed within ninety (90) days. Time is of the essence.

PRE-BID MEETING

A site meeting will commence at **10:00am, Carriage Drive, between Mill Hill Terrace and Southport Terrace on Thursday, 23rd February, 2023**, for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://fairfieldct.org/bids>

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Thursday, 2nd March, 2023**.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Lee A. Flaherty, Buyer
LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Tuesday, 7th March 2023** to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

BID BOND / BID SECURITY

The bid bond furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten (10) days thereafter, execute such contract and furnish a Performance Bond and Payment Bond. Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

REQUIREMENTS

- A. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.
- C. The Town of Fairfield reserves the right to award the bid with multiple items:
 - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- E. The successful bidder MUST secure all required permits (local, state, federal), *i.e. street opening permit*, prior to commencing work on the site.
- F. The awarded Contractor will have access to the site once provide a notice to proceed and all work must be completed within ninety (90) days. Time is of the essence.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- H. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- I. In the instance the Contractor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.
- J. The Contractor will be responsible for a safe work zone with installing cones, hoses, "warning tape", signs and/or construction fencing depending on daily work site condition, also meeting MUTCD standard.
- K. Where and when required by the Fairfield Police Department, the Contractor shall coordinate and provide Police Services for traffic protection. As of the date of this posting, the current rate for a Uniformed Officer is \$84.00 per hour with an additional \$25.00 per hour for the Police Vehicle. There is no mark up on the Police vehicle.
- L. All pay items shall include all labor, equipment, and materials to complete the items and the project unless otherwise specified.

ENCLOSURES

- Technical Specifications provided by Cabezas DeAngelis Engineers & Surveyors
- Drawings provided by Cabezas DeAngelis Engineers & Surveyors

INSTRUCTION TO BIDDERS

THE WORK

Supply labor, materials, tools, equipment, and all else necessary, to complete the sanitary sewer line extension project as noted in the plans and specifications. The project shall include all work as specified in the attached technical specifications prepared by Cabezas DeAngelis Engineers & Surveyors, 78 Elm Street, Bridgeport, CT 06604.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other Contractor or bidder.

INSTRUCTION TO BIDDERS

GUARANTEE

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Town, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Town and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy residents or the general public.

The Contractor shall employ only competent employees trained/certified/licensed to perform the work.

Where the Town shall notify the Contractor, in writing, that any employee on the work is, in the Town's opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Town.

At the site of the work, the Contractor shall employ at all times while work is in progress personnel who have full authority to act for the Contractor, and shall be acceptable by the Town.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield to protect its property and goods and interests.

EXECUTION OF AGREEMENT

The successful bidder to whom the contract is awarded shall deliver to the Town, Certificates of Insurance and such Labor and Payment and Performance Bonds as required in the Terms and Conditions.

Bonds and Certificates of Insurance shall be approved by the Town before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Town shall subject for cancellation of the Contract.

Bonds and Certificates or other evidence of insurance requested by the Town shall be approved in writing before the successful bidder may proceed with the work. Failure or refusal to provide the Bonds or requested evidence of insurance in a form satisfactory to the Town shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Town and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Town. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

INSTRUCTION TO BIDDERS

RIGHT OF OWNER ("TOWN") TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Town is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Town may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Town, insure the satisfactory completion of the work aforesaid, the Town shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Town shall designate. The Town shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the

Contractor; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the Town of Fairfield (Town) or any duly authorized official thereof acting in an official capacity.
2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Town.

TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2023-124" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

QUALIFICATIONS

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

INSTRUCTION TO BIDDERS

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the work that is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website: www.fairfieldct.org/purchasing

The Town will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

BID PROPOSAL FORM*(Page 1 of 2)*

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Burns Construction Company, Inc. have received the following contract documents,

1. BID Document #2023-124
2. Posted addenda (if any) numbered 1 thru 2, posted at www.fairfieldct.org/purchasing

and have included their provisions in my bid proposal. I shall provide all labor, materials, equipment, and all else necessary to complete the sanitary sewer line extension project as detailed in the technical specifications prepared by Cabezas DeAngelis Engineers & Surveyors.

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Mobilization*	1 LS	5,888.00	\$5,888.00
General Conditions/Traffic Control	1 LS	16,122.00	\$16,122.00
Survey Stake-out & As-Built Mapping	1 LS	12,030.00	\$12,030.00
Sawcut Existing Pavement	2,200 LF	0.75	\$1,650.00
Mill Ex. Pavement – 1 Inch	31,500 LF	0.41	\$12,915.00
Full-Depth Pavement Repair Including Base Material	5,000 SF	3.40	\$17,000.00
1-1/2 Inch Class 2 Overlay	31,500 SF	1.43	\$45,045.00
Install New Sanitary Manhole w/Frame & Cover	3 Ea.	5,646.00	\$16,938.00
Install 6" PVC Lateral Including Trenching & Bedding Material	245 LF	60.00	\$14,700.00
Install 8" PVC Sewer Main Including Trenching & Bedding Material	840 LF	74.00	\$62,160.00
Connect New Piping to Ex. Stub at Manhole	1 Ea.	3,338.00	\$3,338.00
Topsoil, Seed and Restore Disturbed Areas	1,000 SF	1.20	\$1,200.00
Rock Excavation (see Note #3)	1 CY	\$120.00	\$120.00
Total			\$209,106.00

Notes:

1. *Mobilization shall not exceed 5% of the total bid price.
2. Traffic officers are to be used for any work in Mill Hill Terrace.
3. Any Rock Excavation shall be so classified and approved by Town prior to beginning work. Fixed unit cost of \$120/cy applies.
4. Construction inspection services shall be provided by Town.
5. MUTCD signage requirements shall be maintained at all times.

BID PROPOSAL FORM

(Page 2 of 2)

Total Bid Amount Written in Words:

Two hundred nine thousand, one hundred six

Dollars and Zero

Cents

(Note: in the event of a discrepancy between written and numerical bid price, the written price shall govern.)

CHECKLIST

The following must be submitted with proposal:

- ☒ Cover page, completed and signed.
- ☒ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☒ Signed and submitted with modified pricing if requested.
- ☒ List of references where projects performed of comparable size and scope within the past three years.
- ☒ Bid Bond – *No Exceptions*
- ☒ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- ☐ Exceptions itemized and attached to bid form.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Anthony DiVirgilio, Utility Division Manager

Name and Title of Authorized Representative (Printed)


Signature

3/13/23
Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "**BID #2023-124**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee A. Flaherty, Buyer: LFlaherty@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

INSURANCE *(continued)*

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company Greater New Haven WPCA Phone 203-466-5280 (Ext 329)
Contact Person Luigi DiMonaco Cell 203-410-7043
Company Address 260 East Street, New Haven, CT 06511 Email ldimonaco@gnhwpca.com
Project, Location, & Date Completed Emergency On-call: 2018-Present
Farview Force Main Replacement, East Haven, CT: 2019

REFERENCE #2:

Name of Company Bridgeport WPCA Phone 203-332-5605
Contact Person Lauren McBennett Mappa Cell 203-673-9968
Company Address 695 Seaview Avenue, Bridgeport, CT 06607 Email lauren.mcbennettmappa@bridgeportct.gov
Project, Location, & Date Completed Emergency On-call: 2021-Present
River Street Force Main Replacement, Bridgeport, CT: 2023

REFERENCE #3:

Name of Company Trumbull WPCA Phone 203-452-5050
Contact Person William Maurer Cell _____
Company Address 5866 Main Stree, Trumbull, CT 06611 Email wmaurer@trumbull-ct.gov
Project, Location, & Date Completed Emergency On-call: 2021-Present
Beardsley Park Force Main Replacement: Ongoing

REFERENCE #4:

Name of Company Town of Westport Phone 203-341-1129
Contact Person Bryan Thompson Cell 203-515-6322
Company Address 110 Myrtle Avenue, Westport, CT 06880 Email Bthompson@westportct.gov
Project, Location, & Date Completed Contract 75, Sanitary Sewer Extension: Ongoing

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Email _____
Project, Location, & Date Completed _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company N/A Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1
BID #2023-124
Sanitary Sewer Line Extension – Carriage Drive

7th March 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. A pre-bid meeting for this bid solicitation was held at 10:00am on Thursday, February 23rd, 2023 at Carriage Drive, between Mill Hill Terrace and Southport Terrace, Fairfield, CT 06824. A copy of the sign-in sheet from the pre-bid meeting is posted on the Purchasing Department's page of the Town's website. For your convenience, a direct link to the sign-in sheet is provided below.

[2023-124 Pre-Bid Sign-In Sheet](#)

Questions:

1. We believe that on the bid form the Mill Ex. Pavement- 1 inch should be changed from 31,500 LF to SF.

Response: Yes, please update Mill Ex. Pavement – 1 inch should be changed from 31,500 LF to 31,500 SF.

2. At the manhole we will be tying into at the intersection of Mill Hill Terrace, is there a stub of pipe coming out of the manhole? Or will a core and boot be required?

Response: The manhole has a stub.

3. Is milling and repaving part of this contract? On the plan sheet Bituminous Overlay is crossed out and reads N.I.C. but there are lines on the proposal form for milling and overlay. Are we only responsible for pavement trench repair?

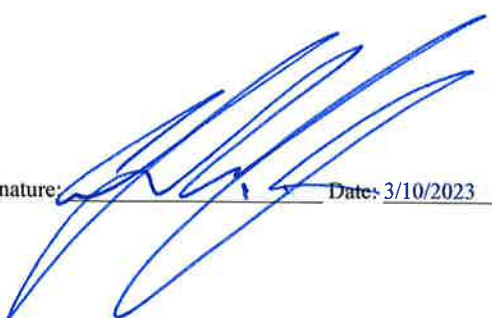
Response: Yes, milling and repaving are part of this contract, 1 inch mill and 1 ½ inch overlay.

4. Can we close down the road in the area we are working? Also keeping one side of the road closed off during nonworking hours with road plates covering open sections of trench?


Response: The Contractor must allow for one lane access, but the road can be closed to thru traffic.

End of Addendum #1

Company: Burns Construction Company, Inc Name: Anthony DiVirgilio

Signature: 

Date: 3/10/2023

DETAILS:		PROJECT DESCRIPTION:		PRE-PROPOSAL
Bid 2023-124 Sanitary Sewer Line Extension DUE DATE: 11:00am March 14th 2023		Carriage Drive Extension to Town Sewer		Date: Thursday, 1/12/23 Time: 10:00 am
COMPANY / NAME <small>PLEASE PRINT</small>	PHONE	FAX	E-MAIL	
1 Burns Construction Co. Anthony DiVigla	203-395-5314			
2 Earthworks Excavating Luke Oczkowski	203-305-3385		Luke@Cte	
3 NAC Industries Inc	(914) 584 9044	914 630 4168	Nacindust	
4 M+L Construction, Inc.	(203) 258-5707		office @	
5  JOHN J. BRENNAN CONST. CO.	203-927-4344		gary@jbc	
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Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #2
BID #2023-124
Sanitary Sewer Line Extension – Carriage Drive

13th March 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

- 1. The Town has elected to extend the deadline date for this bid solicitation from Tuesday, March 14th at 11:00 am to **Thursday, March 16th at 11:00 am.***

End of Addendum #2

Company: Burns Construction Company, Inc. Name: Anthony DiVirgilio Signature:  Date: 3/13/2023

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Burns Construction Company, Inc.
300 Sperry Avenue
Stratford, CT 06615

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Sanitary Sewer Line Extension - Carriage Drive; Bid No. 2023-124

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2023.

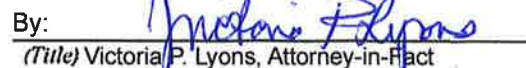

(Witness)


(Witness)

Burns Construction Company, Inc.
(Principal) (Seal)

By: 
(Title) Utility Division Manager

Western Surety Company
(Surety) (Seal)

By: 
(Title) Victoria P. Lyons, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Victoria P. Lyons, Individually

of, Farmington, CT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Burns Construction Company, Inc.

Obligee: Town of Fairfield

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Town of Fairfield

Sullivan Independence Hall
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Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
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ADDENDUM #1 BID #2023-124

Sanitary Sewer Line Extension – Carriage Drive

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End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____



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ADDENDUM #2

BID #2023-124

Sanitary Sewer Line Extension – Carriage Drive

13th March 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

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End of Addendum #2

Company: _____ Name: _____ Signature: _____ Date: _____

[illegible]

SERVICE AGREEMENT

This AGREEMENT, made this day of _____ 2023, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and **Burns Construction Company, Inc** a Connecticut Corporation with its principal place of business at 300 Sperry Avenue, Stratford, CT 06615, (hereinafter "**CONTRACTOR**").

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

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Contractor agrees to comply with each

provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDER FY 2023, and as described in the Invitation to Bid #2023-124 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such work will be performed under the supervision of the Responsible Town Official (herein "RTO"),

who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

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

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. Contract Specifications

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

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

TOWN OF FAIRFIELD

By_____

Its: _____

Date: _____, 2023

By_____

Its: _____

Date: _____, 2023

Burns Construction Company, Inc.

By_____

Its:

Date: _____, 2023

EXHIBIT A
PURCHASE ORDER FY 2023

EXHIBIT B
INVITATION TO BID #2023-124

EXHIBIT C
CONTRACTOR'S BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE

SEWER INSTALLMENT AGREEMENT

CARRIAGE DRIVE

We the undersigned Homeowners on Carriage Dr in Southport CT, (Homeowners) and the Fairfield Water Pollution Control Authority (WPCA), agree to the following terms and conditions for the installation of a sewer line on Carriage Drive (the Project):

- The cost of design plans, to be approved by Town Staff, will be paid entirely by Homeowners. The Homeowners will select a design firm from a pre-approved list of firms provided by the WPCA staff. The design will at minimum include monitoring of the line and soil testing. Homeowners have hired Cabezas-DeAngelis to complete the sewer line design (estimate attached) and Down to Earth for the required soil testing as approved by the town of Fairfield, CT (estimate attached).
- The Project is contingent upon Approval by town bodies including but not limited to the Purchasing Department, Board of Selectmen and Board of Finance.
- Fifty percent of the cost of the installation of the pipe in the street, inclusive of a 20% contingency, will be borne by the WPCA and participating Homeowners will be responsible for the other 50% on a pro-rata basis.
- The cost of paving will be borne by the WPCA and will meet town specifications or otherwise approved by the Director of Public Works.
- The cost to each Homeowner for the installation of the pipe, will be a fee paid over 20 years and secured by a lien on each Homeowner property pursuant to C.G.S. Section 7-253.
- The Homeowner has the option to pay the balance in full at any time.
- Homeowners will pay the WPCA the \$4,250 connection fee upon hookup and once connected, the annual usage fee will be consistent with WPCA rates calculated by the water usage.
- Homeowners will pay for any installation costs exceeding the 20% contingency.
- Once connected, the annual usage fee will be consistent with WPCA rates calculated by the water usage.

I/We understand that any additional neighbors who reside on Carriage Dr now or in the future, who wish to connect to the installed sewer line, will be subject to the same 20-year, 20% lien certificate for the total of ½ of the installation cost.

Donald Wales
Homeowner Name(s)

Susan M Wales
Co-owner

Co-owner

Donald Walen
Owner Signature

Address: 147 Carriage Drive

Eileen M. Wales
Co-owner Signature

Southport, CT 06890

Co-owner Signature
5/2/2022

**SEWER INSTALLMENT AGREEMENT
CARRIAGE DRIVE**

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I/We understand that any additional neighbors who reside on Carriage Dr now or in the future, who wish to connect to the installed sewer line, will be subject to the same 20-year, 20% lien certificate for the total of ½ of the installation cost.

Joseph Gueterman

Homeowner Name(s)

Kerry Gueterman

Co-owner

Co-owner

Joseph Gueterman

Owner Signature

Kerry Gueterman

Co-owner Signature

Co-owner Signature

Address:

95 Carriage Drive

Southport CT

06890

**SEWER INSTALLMENT AGREEMENT
CARRIAGE DRIVE**

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- Homeowners will pay for any installation costs exceeding the 20% contingency.
- Once connected, the annual usage fee will be consistent with WPCA rates calculated by the water usage.

I/We understand that any additional neighbors who reside on Carriage Dr now or in the future, who wish to connect to the installed sewer line, will be subject to the same 20-year, 20% lien certificate for the total of ½ of the installation cost.

Paul Stephen KUEFFNER

Homeowner Name(s)

Co-owner

Co-owner

Paul J. Kuehn
Owner Signature

Owner Signature

Co-owner Signature Susan H. Kueffner

Co-owner Signature

Co-owner Signature

Address:

125 Carriage Drive
Southport CT 06890

SEWER INSTALLMENT AGREEMENT CARRIAGE DRIVE

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- Homeowners will pay for any installation costs exceeding the 20% contingency.
- Once connected, the annual usage fee will be consistent with WPCA rates calculated by the water usage.

I/We understand that any additional neighbors who reside on Carriage Dr now or in the future, who wish to connect to the installed sewer line, will be subject to the same 20-year, 20% lien certificate for the total of 1/2 of the installation cost.

Tim WARREN
Homeowner Name(s)

Maira Warren
Co-owner

Co-owner

Owner Signature _____
Co-owner Signature _____

Co-owner Signature

Address: 63 Carriage Dr
Southport, CT
06890

**SEWER INSTALLMENT AGREEMENT
CARRIAGE DRIVE**

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Kevin Barney
Homeowner Name(s)

Jaqueline Barney
Co-owner

Co-owner

[Signature]
Owner Signature

[Signature]
Co-owner Signature

Co-owner Signature

Address: 169 Carriage Dr.
Southport, CT
06890



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Wednesday, 15th March, 2023, the Purchasing Authority recommended an award of bid number 2023-123 Event Tent Install & Removal – Burr Homestead, 739 Old Post Road, Fairfield to Abbey Tent & Party rentals to provide labor, materials, equipment and all else necessary to install and remove tent and all accessories as detailed in the bid document.

Although we received many requests for information regarding this bid, Abbey Tent & Party Rentals was the only bidder and met the requirements of this bid solicitation process.

The award of the contract to Abbey Tent & Party Rentals may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2023-123

Event Tent Install & Removal – Burr Homestead

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted MARCH 13 2023

SEALED BIDS are subject to the standard instructions set forth on the attached sheets.

Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

ABBEY TENT + PARTY ESSENTIALS
Doing Business As (Trade Name)

158 COMMERCIAL DR
Address

FAIRFIELD CT 06825
Town, State, Zip

GEORGE SZORNY PERS
(Mr/Ms) Name and Title, Printed

[Signature]
Signature

203-368-6111 203-368-2183
Telephone Fax

GEORGE S P ABBEY TENT. com
E-mail

[Signature]
First Selectwoman

[Signature]
Director of Purchasing

2/15/2023
Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Tuesday, March 14th, 2023

To provide labor, materials, equipment and all else necessary to: (1) Install, remove and clean outdoor tents owned by the Fairfield Public Schools District and (2) Rental of supplemental outdoor tents and accessories for special events at various school properties throughout the Town as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2023-123" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, ABBEY TENT & PARTY RENTALS have received the following contract documents,

1. BID Document #2023-123
2. Posted addenda (if any) numbered _____ thru _____ posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to supply and deliver materials as specified:

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- ☐ Cover page, completed and signed.
- ☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☐ Signed and submitted with modified pricing if requested.
- ☐ List of references where projects performed of comparable size and scope within the past three years.
- ☐ Schedule of values.
- ☐ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number, if Applicable.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

GEORGE SZYMAY PREO
Name and Title of Authorized Representative (Printed)

[Signature]
Signature

3/13/23
Date

Continued on next page

VENDOR NAME: ABBEY TENT + PARTY RENTALS

PRICING PROPOSAL FORM ATTACHMENT

- A. Delivery, set up and removal fees shall be built into the unit pricing of each item.
 B. Please include your proposed response time in the event of an emergency situation. (impending inclement weather, etc.)

TENT	EACH (Rental pricing)	Long Term Rental 4/15/23-10/31/23
60FT x 60FT White Century Pole Tent	3,600.-	7,200.-
9FT x 10FT White Frame Canopy Tent	175.-	450.-
Vinyl Gutter	25.-	75.-
ADDITIONS		
Window SideWall	250.-	750.-
Entry Canopy 9x5	175.-	375.-
Swag Lights 320 FT	960.-	2,200.-
Emergency Lighted Exit Signs 3	95.-	475.-
Bistro Perimeter Lights 240 FT	250.-	975.-
Ramps (please include turf) 6x32	4./sq	1,500.-
Railings 210 FT	10.-/FT	2,100.-
Plywood sub floor 3600 sq / 32" grade	3.-/sq	12,500.-
Custom Groove Wood Flooring 3600 sq	2.50-/sq.	12,800.-
Resin White Folding Chairs 80	3.70.-each	980.-



**Abbey
Tent & Party
Rentals**

**Enhancements
Burr Homestead
739 Old Post Rd
Fairfield Ct 06824**

Rental Rate

Bonding kits – electrical	200.00
70 ft Double railing for ramp	700.00
Stair w/ railings	475.00
Custom build to code	
8 ft x 3 ft Landing	175.00
9 x 10 White canopy	150.00
2- 9 ft rain gutters	150.00
9 x 3 White canopy	150.00
3- down spouts	75.00
Labor raise canopy's	250.00
10 ft eave height	
3- Fire extinguishers	450.00
To code	
3 – No smoke signs	60.00
2- Dimmers – lighting	300.00
18 ft – Cable guards	300.00
Total	3,285.00

Building Permit	Rate TBD
Fire Permit	Rate TBD
Town of Fairfield responsible to provide electrical permit	



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1

BID #2023-123

Event Tent Install & Removal – Burr Homestead

9th March 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. I noticed railings on this proposal. Do you know the quantity of railings and is this floor raised or on grade(flat)?

Response: The railings are stained wood that match the color of the grooved/"hard wood like" floor. The floor is raised since the ground is not even. You walk directly into the tent (no steps), but the back and sides of the tent are then higher off the ground. 3 steps on one exit and a ramp on the other.

2. I noticed ramps on proposal. How many ramps do you require?

Response: There is one ramp that goes out the back of the tent. It is 20' - 30' long.

3. Do you have a size for the entrance canopy or is it the same as the 9w x 10 w canopy which is often used as an entrance canopy?

Response: Yes, the size of the canopy is 9' x 10'. There are also smaller canopies off the stairs and exit ramps.

4. Do you know the quantity of white resin chairs you are looking for?

Response: We are looking for 80 white *padded* folding chairs for 6 months.

End of Addendum #1

Company: _____ Name: _____ Signature: _____ Date: _____

**SERVICE AGREEMENT
BID #2023-123**

This AGREEMENT, made this day of ____ 2023, by and between the **TOWN OF FAIRFIELD**, in the County of Fairfield, a municipal Corporation of the State of Connecticut (hereinafter "**TOWN**"), and **Abbey Tent & Party Rentals**, a Connecticut Corporation with its principal place of business at 158 Commerce Drive, Fairfield, Connecticut, (hereinafter "**CONTRACTOR**").

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

FIRST: Statutes.

The Contractor agrees to accept and abide by the provisions of Title 31, Section 53 of the 1965 Supplement to the General Statutes, State of Connecticut, which require "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to

employees and applicants for employment; (d) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

SECOND: Engagement and Authorization.

Subject to the terms and conditions set forth in this Agreement, Town does hereby engage and authorize Contractor — and Contractor does hereby accept such engagement and authorization, as an independent contractor for Town — to construct the Construction Project, as here in defined, and to manage such construction for Town. The Contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as PURCHASE ORDERS, and as described in the Invitation to Bid #2023-123 Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Fairfield Purchasing Department, in the County of Fairfield; and in the Contract Documents, as defined below in this Contract, which are incorporated by reference and wholly made a part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, invitation for bid, and the Contractor's proposal all of which plans, drawings, specifications, invitation to bid, proposal, award resolution and other Contract Documents. Such

work will be performed under the supervision of the Responsible Town Official (herein "RTO"), who for the purposes of this Contract, shall be the Director of Public Works of the Town of Fairfield and/or his appointed agent.

THIRD. In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Fairfield covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions as accepted in the bid submission attached hereto as Exhibit C.

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

FIFTH. The term "Contract Documents" shall mean and include the following:

Advertisement for Bid

1. Instructions to Bidders
2. Bid Proposal
3. All Contract Forms:
 - a. Bid Bond
 - b. Certificate of Surety
 - c. Statement of Compliance with Bidding Requirements
 - d. Contract
 - e. Acknowledgement of Officer of Town Executing Contract
 - f. Acknowledgement of Corporate Contractor
 - g. Acknowledgement of Contractor, if an Individual
 - h. Performance and Labor and Material Bond
 - i. Certificate of Insurance
 - j. Non-Collusion Affidavit of Prime Bidder
 - k. Non-Collusion Affidavit of Subcontractor
 - l. Notice of Award
 - m. Notice to Proceed
 - n. Change Orders
 - o. Town of Fairfield, Standard Insurance Requirements
4. General Conditions
5. Supplemental General Conditions
6. Special Conditions
7. Contract Specifications

IN WITNESS WHEREOF, the Town Council of the Town of Fairfield, in the County of Fairfield has authorized the Corporate Seal of the Town of Fairfield to be hereto affixed and this Contract

to be signed by the Purchasing Authority and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed on the day and year first above written.

TOWN OF FAIRFIELD

By_____

Its: _____

Date: _____, 2023

By_____

Its: _____

Date: _____, 2023

Abbey Tent & Party Rentals

By_____

Its:

Date: _____, 2023

EXHIBIT A
PURCHASE ORDER FY 2023

EXHIBIT B
INVITATION TO BID #2023-123

EXHIBIT C
CONTRACTOR'S BID SUBMISSION

EXHIBIT D
CERTIFICATE OF INSURANCE

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: March 31, 2023

Re: Brownfield Remediation Grant - 81 Black Rock Turnpike

I am requesting your favorable consideration of a resolution that would authorize the submittal of a grant application request to the Connecticut Department of Economic & Community Development (DECD) under its Municipal Brownfield Grant Program. If approved, the grant would assist with the remediation and redevelopment of 81 Black Rock Turnpike, a 4.9 acre parcel adjacent to the Fairfield Metro Center Station that was once part of the Bullard Machine Tooling Company.

Earlier this year, DECD's Office of Brownfield Remediation and Development issued a notice of funding availability and invited applications under its Municipal Brownfield Grant Program. The purpose of the Municipal Grant Program is to provide grants for brownfield remediation and redevelopment, with an eye toward encouraging public-private partnerships, job creation and reactivation of long-stalled sites. A total of \$25 million is being made available in this particular round of funding, with maximum grant awards of up to \$4 million per application.

Importantly, only municipalities, economic development agencies or qualified land banks are eligible to apply directly for grant funds under this program; however, DECD specifically encourages public-private partnerships, and allows the pass-through of grant funds to private partner entities in good standing, provided that these private entities are also willing to accept DECD collateral terms and property use restrictions. The Town is proposing to partner with the contract purchaser of 81 Black Rock Turnpike, Post Road Realty for purposes of this grant application. Applications are due by noon on Friday, April 14, 2023.

The Fairfield Economic Development Commission (EDC) has long identified 81 Black Rock Turnpike as a brownfield site and redevelopment opportunity. Brownfields are defined as any abandoned or underutilized site where reuse

or redevelopment has been impeded by the presence or suspected presence of contamination in buildings, soil or groundwater. The site was once part of a larger industrial complex occupied by Bullard, a machine tool manufacturer, which ceased operations locally in the 1980's. Various environmental assessments conducted in the years since have revealed the presence of soil contamination emanating from this legacy industrial use. The building was mostly demolished in 2014, leaving only the slab in place.

Post Road Realty, with offices in downtown Fairfield, is proposing a mixed, use transit oriented development at 81 Black Rock Turnpike, to include 240 residential units as well as ancillary retail, co-working and public amenity space. Post Road is the developer of "The Anchorage", a luxury 90-unit residential community located at 333 Unquowa Road. The proposed project has gone through a non-binding, pre-application concept review with the Town Plan & Zoning Commission, which was favorably received. More recently, Post Road presented a proposed text amendment which would enable the proposed development. Post Road's application largely mirrors the recommendations of the Town's most recent transit oriented development planning study (2019), which was endorsed by the Economic Development Commission and adopted by the TPZ Commission. As a condition of receipt of grant funds under this program, Post Road would need to set aside at least 20% of the units as affordable to persons with incomes at or below 80% of the area median income.

There is no anticipated cost to the Town in connection with this application, other than the time associated with completing the grant application and overseeing the grant if funds are awarded. The Town will not take possession of the property nor will it responsible for the clean-up of the site. There is nothing to obligate either the Town or its private entity partner to accept funds even if offered should funding amounts or terms be unacceptable to the parties.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

REFUNDS SUBMITTED FOR APPROVAL
4/3/2023

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2021 REAL ESTATE</u>						
1529 POST ROAD EAST FAIRFIELD	2021 01 15410	\$1,560.00				OVERPAID IN ERROR
TOTAL		<u>\$1,560.00</u>				
<u>2021 MOTOR VEHICLE</u>						
GRABE DOUGLAS	2021 03 66713	\$34.46				OVERPAID DUE TO ADJUSTMENT
HYUNDAI LEASE TITLING TRUST	2021 03 70393	\$482.19				OVERPAID DUE TO ADJUSTMENT
SHERMAN PAUL G	2021 03 88042	\$26.02				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2021 04 83873	\$77.55				OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2021 04 88104	\$448.97				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$1,069.19</u>				
<u>2021 SEWER USE</u>						
DOYLE CHRISTOPHER P	2021 08 01059	\$256.08				OVERPAID IN ERROR
TOTAL		<u>\$256.08</u>				
<u>2020 REAL ESTATE</u>						
AGUIRRE KENYA	2020 01 02565	\$1,938.43				OVERPAID IN ERROR
TOTAL		<u>\$1,938.43</u>				
<u>2020 MOTOR VEHICLE</u>						
OSTRANDER ROBERT G	2020 03 81377	\$54.37				OVERPAID IN ERROR
WARREN ROBERT S	2020 03 94514	\$206.40				OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$260.77</u>				
<u>2020 SEWER USE</u>						
BAKER MARITA & RICHARD	2020 08 08164	\$1,171.80	\$ 70.30			OVERPAID DUE TO ADJUSTMENT
IHLEFELD TIMOTHY & VICKI	2020 08 09554	\$45.06				OVERPAID IN ERROR
234 OAKWOOD DRIVE LLC	2020 08 15621	\$150.00				OVERPAID IN ERROR
BABINGTON EDWARD L JR	2020 08 21718	\$115.98				OVERPAID IN ERROR
TOTAL		<u>\$1,482.84</u>	<u>\$ 70.30</u>			
<u>2019 REAL ESTATE</u>						
GREEN BETTE GIGLIOTTI	2019 01 20529	\$1,811.34				OVERPAID IN ERROR
TOTAL		<u>\$1,811.34</u>				
TOTAL TAX	\$8,378.65					
TOTAL INTEREST	\$70.30					
GRAND TOTAL	<u>\$8,448.95</u>					