

Section 4

Bid Documents

PROPOSAL
AIRPORT IMPROVEMENTS to include:
Rehabilitate, Mark, & Light Taxiways 'A', 'B', 'C', 'D', & 'E'
AIP 3-09-0018-10

To: Town Manager, Town of Plainville

The undersigned declares that no person in the employ of the Town of Plainville, CT (hereinafter referred to as the Town) has a pecuniary interest in this proposal or in the Contract for the work, which he proposes to do; that he has carefully examined the contract and specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the town, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or underground structures relating to the work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The undersigned proposes to furnish all the labor, equipment, and materials required for completing the following work at the Robertson Airport, in accordance with the accompanying specifications and plans prepared by AECOM, Rocky Hill, Connecticut, for the sum specified herein, subject to additions and deductions according to the specifications and in all respects according to the terms thereof.

The undersigned proposes and agrees that within seven (7) days after the day on which notice of the acceptance of this proposal shall be given to him or mailed to him at the address hereinafter given, he will sign in quadruplicate in the form of the office copy, and will execute and deliver to the Town Manager, Plainville, CT, bonds in the sum specified.

It is understood that the quantities given in this Proposal are approximate only and are given as a basis for comparison of the Proposals. The Town does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, but reserves the right to increase or decrease the amount of any item of the work listed, and the unit prices quoted in the proposal shall apply without change to such variation in the quantity of each of the items except as further clarified herein.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated there in full payment for such extra work.

If this Proposal is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT, except as other wise expressly provided in the Contract Documents.

As provided in the INVITATION TO BID, the bidder hereby agrees that he will not withdraw this Proposal within 240 consecutive calendar days after the actual date of the opening of Proposals and that, if the Town shall accept this Proposal, the bidder will duly execute and acknowledge AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS/ within seven (7) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreements a hereinabove set forth, the Owner shall have the right to retain, as liquidated damages, the amount of the Proposal Guaranty, which shall become the property of the Town.

This Proposal includes Addenda Number_____.

The bidder, by submittal of this Proposal, agrees with the Town the amount of the Proposal Guaranty with this Proposal fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

BIDDER: _____

BY: _____

(Signature and title of authorized representative)

(Date)

The bidder is an Individual/partnership/corporation, incorporated or organized in the State/Commonwealth of _____.

Town of Plainville - Office of Town Manager
Plainville Municipal Center, One Central Square,
Plainville, Connecticut, 06062

CONTRACT CERTIFICATION

Date: _____

Contractor: _____

Address: _____

Project: Airport Improvements, to include Rehabilitate, Mark, and Light Taxiways A, B, C, D, and E

Amount: _____

The undersigned certifies that he/she/it will comply with the provisions of the Municipal Code of Ordinances of the Town of Plainville, as the same may be amended from time to time, as follows:

- 1. The Contractor and all Subcontractors agree and warrant that, during the performance of this contract, he/she/it will not discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age, or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town of Plainville setting forth the provisions of this section. The Contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of US DOT Contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Town of Plainville deems appropriate.*
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, or national origin.*
- 3. The contractor will send to each labor union or other representative with which he/she/it has a collective bargaining agreement or other contract or understanding, and to each vendor with which he/she/it has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.*
- 4. The contractor will comply with all provisions of this section and with all rules and regulations or orders issued by the Town of Plainville.*
- 5. The contractor will provide the Town of Plainville with such information concerning the employment pattern, practices, and procedures of the contractor.*
- 6. In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any rule, regulation or order of the Town of Plainville, the contract may be canceled, terminated, or suspended, in whole or in part, and such other sanctions may be imposed and remedies invoked.*

7. *The Contractor will include the provisions of subsection {1} of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Town of Plainville so that such provision will be binding upon each subcontractor or vendor.*
8. *Prevailing wage rates, to the extent that they apply to the goods and/or services to be provided by the undersigned, are attached hereto and incorporated herein by reference.*
9. *Upon receipt of executed contracts, bonds, and insurance as required, the Town will promptly send a "Notice to Proceed" to the Contractor. The Contractor agrees to perform no work under this Agreement until he receives said Notice and to complete the work within 90 calendar days. The time set for such completion may be extended only by the written consent of the Town of Plainville or his/her authorized representative.*

It is agreed that the Town shall deduct as liquidated damages, from any moneys due or which may become due the Contractor for work performed, an amount of one thousand dollars (\$1000) per calendar day for each day that the work shall remain uncompleted after the time specified for completion of the work.

10. *The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 (thirty) days from the receipt of each payment. The prime contractor agrees further to return retainage payments to each subcontractor within 30 (thirty) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the airport commission.*

IN WITNESS WHEREOF, the parties have hereunto set their respective hand and seals and to a duplicate of like tenor and date as of the day and year first above written.

CONTRACTOR:

TOWN OF PLAINVILLE

BY: _____

Town Manager

BY: _____

DATE: _____

DATE: _____

SCHEDULE OF PRICES**AIRPORT IMPROVEMENTS**, to include Rehabilitate, Mark, and Light Taxiways A, B, C, D, and E

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
C-100	CONTRACTOR QUALITY CONTROL PROGRAM	1 LS	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-102-5.1a	TEMPORARY SEEDING AND MULCHING	1,000 SY	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-102-5.1e	INSTALLATION OF SILT FENCE	400 LF	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-102-5.1 f	INSTALLATION OF SEDIMENTATION LOGS	5,700 LF	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-102-5.1g	STABILIZED CONSTRUCTION ENTRANCE	1 each	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-102- 5.1i	SILT SACK INLET PROTECTION	12 each	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-105-5.1	MOBILIZATION/DEMOBILIZATION	1 LS	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-105-5.2	REMOBILIZATION	1 LS	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-108-5.1	TEMPORARY CONSTRUCTION ITEMS	1 LS	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
C-108-5.2	EQUIPMENT RENTAL	40 hours	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
D-701-5.1	15" Dia RCP, Class III	200 LF	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			
D-751-5.1	CATCH BASINS	1 each	\$_____	\$_____
	SPELL OUT UNIT PRICE: _____			

L-108-5.1 1/c #8, 5kv L-824C, in conduit or trench 3,000 LF \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-108-5.2 1/c #8, 5 kv, L-824'C', in trench 10,660 LF \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-108-5.3 #6 BARE COUNTERPOISE 5,500 LF \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-108-5.4 TRENCHING 5,500 LF \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-108-5.5 Temporary Cables to Maintain Lighting 1,500 LF \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-110-5.1 2-WAY x 4" dia CONCRETE 44 LF \$_____ \$_____
ENCASED DUCT

SPELL OUT UNIT PRICE: _____

L-110-5.2 4-WAY x 4" dia CONCRETE 65 LF \$_____ \$_____
ENCASED DUCT

SPELL OUT UNIT PRICE: _____

L-115-5.1 ELECTRICAL HAND HOLE [3' x 3' x 3'] 4 each \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-115-5.2 ADJUST ELEVATION OF EXISTING 4 each \$_____ \$_____
ELECTRICAL HANDHOLE

SPELL OUT UNIT PRICE: _____

L-125-5.1 L-861T(L) MEDIUM INTENSITY 26 each \$_____ \$_____
TAXIWAY LIGHT, Base Mounted

SPELL OUT UNIT PRICE: _____

L-125-5.2 L-861T(L) MEDIUM INTENSITY 108 each \$_____ \$_____
TAXIWAY LIGHT, Stake Mounted

SPELL OUT UNIT PRICE: _____

L-125-5.3 L-858(I) GUIDANCE SIGN 10 each \$_____ \$_____

SPELL OUT UNIT PRICE: _____

L-125-5.4 REMOVE EXISTING ELEVATED 108 each \$_____ \$_____
EDGE LIGHT

SPELL OUT UNIT PRICE: _____

L-125-5.5 SUPPLEMENTAL EQUIPMENT 1 LS \$_____ \$_____

SPELL OUT UNIT PRICE: _____

P-101-5.1 COLD MILLING 28,000 SY \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

P-152-4.1 UNCLASSIFIED EXCAVATION 700 CY \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

P-152-4.2 BORROW 200 CY \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

P-207-5.1 RECYCLED AGGREGATE 28,000 SY \$ _____ \$ _____

BASE MATERIAL

SPELL OUT UNIT PRICE: _____

P-207-5.2 CORRECTIVE AGGREGATE 1000 Ton \$ _____ \$ _____

MATERIAL

SPELL OUT UNIT PRICE: _____

P-401-8.1 ASPHALT SURFACE 2,400 Ton \$ _____ \$ _____

COURSE

SPELL OUT UNIT PRICE: _____

P-401-8.2 ASPHALT BINDER 3,200 Ton \$ _____ \$ _____

COURSE

SPELL OUT UNIT PRICE: _____

P-605-5.1 JOINT SEALING FILLER 3,600 LF \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

P-620-5.1 PERMANENT PAVEMENT 20,400 SF \$ _____ \$ _____

MARKING

SPELL OUT UNIT PRICE: _____

P-620-5.2 TEMPORARY PAVEMENT 20,400 SF \$ _____ \$ _____

MARKING

SPELL OUT UNIT PRICE: _____

P-620-5.3 PAVEMENT MARKING 400 SF \$ _____ \$ _____

REMOVAL

SPELL OUT UNIT PRICE: _____

T-901-5.1 SEEDING 11,800 SF \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

T-905-5.1 TOPSOIL[ON SITE] 550 CY \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

P-T-905-5.2 TOPSOIL [OFF SITE] 550 CY \$ _____ \$ _____

SPELL OUT UNIT PRICE: _____

T-908-5.1 MULCHING 11,800 SY \$_____ \$_____

SPELL OUT UNIT PRICE: _____

GRAND TOTAL ALL ITEMS \$_____

In the event of a mathematical error in tabulating the amount for each bid item, the written unit price shall govern.

Submitted by: _____

Title: _____

Company: _____

Address: _____

Date: _____

Contractor Qualifications

NOTE: This section is to be notarized

The undersigned submits answers to the following questions to enable the Town to judge of his experience and ability to complete the proposed work.

1. The work, if awarded to you, will have the resident personal supervision of whom? State his qualifications.

2. Describe equipment you propose to use. State whether you own or rent it.

3. How many years has your organization been in business as a general contractor under the name in which you propose to execute this contract? _____

4. What projects has your present organization completed similar to that proposed? Give the information indicated by the following:

Name and Address of Owner
for Whom Work Was Performed

Description of Work, including approximate amount of
Contract and Dates Work Done

5. Has your present organization ever failed to complete any work award to it? If so, state when, where and why.

6. Give below the name of one or more banks, which have information that would enable them to advise regarding the financial ability of your company.

Name of Bank

Address

The name and residences of all persons and parties interested in this proposal as principles are as follows, in case of a corporation provide names of officers and directors; in case of a partnership, provide given names of all partners.

The undersigned also agrees that all work to be performed by subcontractors are as follows:

Description of Subcontract Work

Name and Address of Subcontractor

Dated at _____ this _____

Day of _____, 2020

Name of Bidder: _____

By _____

Title _____

State of _____ ss.

County of _____

Being duly sworn, deposes and says that he is _____
(title)

of _____ and that the answers to the foregoing questions
(name of organization)

and statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 2020

My commission expires _____

NOTARY PUBLIC

INDIVIDUAL CERTIFICATE FOR PROPOSAL

State of _____) ss

County of _____)

On this _____ day of _____, 2020 before me personally appeared _____, Known to me and known by me to be the person who executed the above know instrument, who, being by me first duly sworn, did depose and say that he is the owner of the firm _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County of _____
State of _____.

My commission expires: _____

PARTNERSHIP CERTIFICATE FOR PROPOSAL

State of _____) ss

County of _____)

On this _____ day of _____, 2020 before me personally appeared

_____;

Known to me and known by me to be the person who executed the above know instrument, who, being by me first duly sworn, did depose and say that he is a general partner in the firm

_____;

that said firm consists of himself and _____

_____, and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County

of _____, State

of _____.

My commission expires: _____

CERTIFICATE FOR PROPOSAL
(Acknowledgment of Principal, If a Corporation)

State of _____)

County of _____)

On this _____ day of _____, 2020

before me personally came _____

to me known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument;

that he knows the corporate seal of said corporation; that the seal affixes to the foregoing

instrument is such corporate seal and it was so affixed by order of the Board of Directors of said

corporation; and that by the like order he signed thereto his name and official designation.

Notary Public

(Seal)

My commission expires _____

INSURANCE REQUIREMENTS

General. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Engineer, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved.

- (a) **Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract, Workman's Compensation Insurance of \$300,000 for all of his employees employed at the site of the project and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide Workman's Compensation Insurance of \$300,000 for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workman's Compensation Insurance of \$300,000 the Contractor shall provide and shall cause each Sub-Contractor to provide adequate insurance for the protection of his employees not otherwise protected.
- (b) **Public Liability Insurance – Contractor.** Not less than Five Hundred Thousand Dollars (\$500,000.00) for insurance, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident.
- (c) **Public Liability Insurance – Sub-Contractors.** Not less than Five Hundred Thousand (\$500,000.00) for insurance, including wrongful death, to any one person and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000.00) on account of one accident.
- (d) **Property Damage Insurance – Contractor.** Contractor shall also provide Property Damage Coverage, excluding damage from blasting, in the amount of Five Hundred Thousand Dollars (\$500,000.00) on account of one accident and Five Hundred Thousand Dollars (\$500,000.00) in the aggregate.
- (e) **Property Damage Insurance – SubContractors.** Sub-Contractors shall also provide Property Damage Coverage, excluding damage from blasting, in the amount of Five Hundred Thousand Dollars (\$500,000.00) on account of one accident and Five Hundred Thousand Dollars (\$500,000.00) in the aggregate.

The Contractor shall furnish the Town of Plainville with satisfactory proof of the insurance required. This proof shall consist of three certificates of each insurer insuring the Contractor or any Sub-Contractor employed on the project under this contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the, the undersigned _____ as
PRINCIPAL and _____ as SURETY
are hereby held and firmly bound unto the Town of Plainville as the OWNER, in the penal sum of
_____ Dollars (\$_____) for the payment of
which well and truly be made, we hereby jointly and several bind ourselves, our heirs, executors, successors,
administrators, and assigns.

Signed this, the _____ day of _____, 2020.

THE CONDITION OF THIS OBLIGATION is such that whereas the PRINCIPAL has submitted to the OWNER a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Taxiway Improvements at the Sikorsky Memorial Airport.

NOW, THEREFORE, if said bid shall be rejected, or; if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform according to the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise it shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal sum of this obligation as herein stated.

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

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

ATTEST

Signed and Sealed in the presence of:

As to Principal _____

As to Surety _____

SURETY

Name: _____

Title: _____

Date: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, an individual, a partnership, a corporation organized under the laws of the State of _____, having a usual place of business at _____, as Principal, and _____ corporation organized under the laws of the _____ of _____ which company is authorized to transact business of suretyship in the State of Connecticut and has a usual place of business in _____, as Surety, are holden and stand firmly bound and obligated unto the _____ acting through the _____, as Oblige, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for payment to which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Town of Plainville, CT, entered into Contract with said obligee, dated _____, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms and conditions of said contract on his part to be kept and performed of furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this ____ day of _____.

WITNESS:

Name of Principal (Seal)

By: _____

WITNESS:

Name of Surety (Seal)

(Seal) By: _____

Power of Attorney for persons signing for the Surety Company must be attached.

PERFORMANCE AND PAYMENT BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am _____ of the corporation named as Principal in the Bond within: that _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____, 2020.

_____ Corporate Seal

PERFORMANCE AND PAYMENT BOND
INDIVIDUAL CERTIFICATE

State/Commonwealth of _____ } SS:

County of _____

On this _____ day of _____, 2020, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County of _____, State/Commonwealth of _____.

PERFORMANCE AND PAYMENT BOND
PARTNERSHIP CERTIFICATE

State/Commonwealth of _____ } SS:

County of _____

On this _____ day of _____, 2020, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is a general partner in the firm of _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County of _____, State of _____

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS: That, _____, an individual, a partnership, a corporation organized under the laws of the State of _____, having a usual place of business at _____, as Principal, and _____ a corporation organized under the laws of the _____ which company is authorized to transact business of suretyship in the State of Connecticut and has a usual place of business in _____, as Surety, are holden and stand firmly bound and obligated unto the _____ acting through the City, as Oblige, in the sum of _____ dollars (\$ _____), lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the Town of Plainville, entered into Contract with said Oblige, dated _____, 2020, a copy of which Contract is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Principal shall well and truly pay for all labor performed or furnished and materials used or employed therein including lumber so employed, which is not incorporated therein and is not wholly or necessarily consumed or made so worthless as to use its identity but only to the extent of its purchase price less its fair salvage value and including also any material specifically fabricated at the order of the contractor or subcontractor for use as a component part of said public work so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into the public work, but only to the extent of its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the contract, plans and specifications or any changes there duly made; for payment of transportation charges, for materials used or employed therein which are consigned to the contractor or to a subcontractor who has direct contractual relationship with the contractor; for payment by such contractor and subcontractors of any sums due for the rental or hire of vehicles, power shovels, rollers, concrete mixers, tools and other appliances and equipment employed in such construction; for payment of transportation charges directly related to such rental or hire; and for payment of transportation charges directly related to such rental or hire; and for payment by such contractor and subcontractors of any sums due trustees or other persons authorized to collect such payments from the contractor or subcontractors based upon the labor performed or furnished as aforesaid for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the contractor or subcontractors and provided that any such trustees or other persons authorized to collect such payments for health and welfare plans, supplementary unemployment benefit plans and other fringe benefits shall, subject to certain statutory provisions contained in Connecticut General Laws, as amended, be entitled to the benefit of the security only in an amount based upon labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, this obligation shall be void: otherwise, it shall remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this _____ day of _____, 2020.

WITNESS: _____ (Seal)

 Name of Principal
 By: _____

WITNESS: _____ (Seal)

 Name of Surety
 By: _____

(Seal)

Power of Attorney for persons signing for the Surety Company must be attached.

**LABOR AND MATERIALS BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, _____, certify that I am the _____ of the corporation named as Principal in the Bond within; that _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

_____, 2020.

_____ Corporate Seal

**LABOR AND MATERIALS BOND
INDIVIDUAL CERTIFICATE**

State/Commonwealth of _____ } SS:

County of _____

On this _____ day of _____, 2020, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County of _____, State of _____

**LABOR AND MATERIALS BOND
PARTNERSHIP CERTIFICATE**

State/Commonwealth of _____ } SS:

County of _____

On this _____ day of _____, 2020, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who, being by me first sworn, did depose and say that he is the owner of the firm, _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in and for the County of _____, State of _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN**PROCEDURE USED TO REQUIRE CONTRACTORS TO IDENTIFY DBE'S**

All bids shall include a Disadvantaged Business Enterprise Regulation Bid Solicitation Form, which is attached hereto.

***DISADVANTAGED BUSINESS ENTERPRISE
REGULATION******BID SOLICITATION***

The bidder shall make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e. DBEs). In the event that the bidder for this solicitation qualifies as a DBE, this effort shall be deemed to have been met. Individuals who are unquestionably presumed to be socially and economically disadvantaged include Women, African-Americans, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's who will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to provide DBE participation in the contract, documentation will be required from the bidder demonstrating that good faith efforts were attempted by the bidder. A bid that fails to meet these requirements will be considered non-responsive.

Acknowledgment Signature

Date

DISADVANTAGED BUSINESS ENTERPRISE

PARTICIPATION FORM

The Town of Plainville, Connecticut has adopted a Disadvantaged Business Enterprise (DBE) Plan in recognition of the importance and responsibility of awarding contracts to those businesses socially and/or economically disadvantaged. The DBE Plan requires the bidder to make good faith efforts to subcontract a portion of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (i.e., DBEs).

In accordance with the requirements of the DBE Plan, please provide the following requested information. Completion of this form is required for your participation and consideration in the contract award process.

- (1) PROJECT BIDDING ON: Airport Improvements, AIP 3-09-0018-10
- (2) DATE: _____
- (3) NAME OF BIDDER: _____
- (4) IS BIDDER A CITY CERTIFIED DBE?: _____
- (5) NAME AND ADDRESS OF EACH DBE WHO WILL PARTICIPATE IN THIS CONTRACT:

- (6) DESCRIBE THE WORK TO BE PERFORMED BY EACH OF THE DBEs:

- (7) DOLLAR AMOUNT OF YOUR BID: _____

- (8) DOLLAR AMOUNT OF EACH DBEs CONTRACT:

- (9) IF A DBE IS NOT PARTICIPATING IN THIS CONTRACT, STATE WHAT GOOD FAITH EFFORTS WERE ATTEMPTED TO INCLUDE DBE PARTICPATION.

(Additional documentation may be attached to this form documenting that the bidder had made good faith efforts to include DBE participation.)

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct. Any material misrepresentation will be grounds for terminating any contract, which may be awarded and for initiating action under Federal or State laws concerning false statements.

Signature: _____

Name: _____

Title: _____

Date: _____

State of Connecticut

County of _____

On this __ day of _____, 2020, before me appeared _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by _____ (Name of firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public

My Commission Expires: _____