

## **LEGAL NOTICE**

TOWN OF AVON, CONNECTICUT

### INVITATION FOR BID REPLACEMENT TILLOTSON ROAD BRIDGE OVER THOMPSON BROOK

May 11, 2026

The Town of Avon invites sealed bids for the Replacement of Tillotson Road Bridge over Thompson Brook until 11:30 AM on June 9, 2026. At that time bids will be opened in public and read aloud.

The documents comprising the Invitation for Bid may be obtained from the Town's website, [www.avonct.gov/bids](http://www.avonct.gov/bids).

The Town, in its sole discretion, reserves the rights to amend or terminate this Invitation for Bid, accept all or any part of a bid, reject all bids, accept or reject any combination of alternates (if any), waive any informalities or non-material deficiencies in a bid, and award the bid, if at all, to the lowest responsible and qualified bid that meets the criteria set forth in the IFB and that is in the best interests of the Town.

This contract is subject to state spending allocation goals and contract compliance requirements.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

TOWN OF AVON, CONNECTICUT

**INVITATION FOR BID**  
**REPLACEMENT TILLOTSON ROAD BRIDGE**  
**OVER THOMPSON BROOK**  
**25/26-5**

**Bid Opening Date:** June 9, 2026

**Bid Opening Time:** 11:30 AM

**Bid Opening Place:** Avon Town Hall, Office of the Town Manager

\*\*\*\*\*

The Town of Avon (the “Town”) is soliciting bids to remove and replace the existing roadway bridge (No. 004015) located at Tillotson Road over Thompson Brook in accordance with the project drawings and specifications included in this Invitation for Bid (IFB).

One (1) printed original and one (1) printed copy, and one (1) digital copy on a flash drive of sealed Bids must be received in the Avon Town Hall, Town Manager’s Office, 60 West Main Street, Avon, CT 06001, by the date and time noted above. The Town will not accept submissions by e-mail or fax. The Town will not accept Bids received after the date and time noted above.

The documents comprising the Invitation for Bid may be obtained from the Town’s website, [www.avonct.gov/bids](http://www.avonct.gov/bids). **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda to this IFB and, if so, to complete its bid in accordance with the IFB as modified by the addenda.**

Bids must be held firm and cannot be withdrawn for ninety (90) calendar days after the opening date.

The Town, in its sole discretion, reserves the rights to amend or terminate this Invitation for Bid, accept all or any part of a bid, reject all bids, accept or reject any combination of alternates (if any), waive any informalities or non-material deficiencies in a bid, and award the bid, if at all, to the lowest responsible and qualified bidder that meets the criteria set forth in the IFB and that is in the best interests of the Town.

This Invitation for Bid (“IFB”) includes:

- Standard Instructions to Bidders	- Bid Form
- Required Contract Terms	- Bidder’s Legal Status Disclosure Form
- Combined Special Provisions	- Bidder’s Non-Collusion Affidavit Form
- Project Drawings (CT DOT Highway Standard, CT DOT Traffic Standard, Tillotson Road Bridge Project Drawings dated 4/30/2026)	- Bidder’s Statement of References Form
- CT Department of Labor Prevailing Wage Rates	- Addenda, if any
- Insurance Requirements	- The Contract in the form attached

**TOWN OF AVON, CONNECTICUT**

**STANDARD INSTRUCTIONS TO BIDDERS**

**25/26-5**

**1. INTRODUCTION**

The Town is soliciting Bids to remove and replace the existing roadway bridge (No. 004015) located at Tillotson Road over Thompson Brook in accordance with the project drawings and specifications included in this Invitation for Bid (IFB). This IFB is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful bidder.**

Interested parties should submit a bid in accordance with the requirements and directions contained in this IFB. **Bidders are prohibited from contacting any Town employee, officer or official concerning this IFB, except as set forth in Section 6, below. A bidder’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this IFB, these Standard Instructions to Bidders shall prevail.

**2. RIGHT TO AMEND OR TERMINATE THE IFB OR CONTRACT**

The Town may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this IFB if the Town determines it is in the Town’s best interest. Any such action shall be effected by a posting on the Town’s website, [www.avonct.gov/bids](http://www.avonct.gov/bids). **Each bidder is responsible for checking the Town’s website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the IFB as modified by the addenda.**

If this IFB provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town Council declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful bidder for any unfunded year or years.

**3. KEY DATES**

Pre-Bid Conference or Site Visit:	N/A
Bid Opening:	June 9, 2026 at 11:30 a.m.
Interviews:	Not applicable to this IFB
Preliminary Notice of Award:	Within 30 days of Bid Opening.
Contract Execution:	Within 60 days of Bid Opening.

The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

#### 4. OBTAINING THE IFB

The documents comprising the Invitation for Bid may be obtained from the Town's website, [www.avonct.gov/bids](http://www.avonct.gov/bids).

#### 5. BID SUBMISSION INSTRUCTIONS

Bids must be received in the Avon Town Hall, Town Manager's Office, 60 West Main Street, Avon, CT 06001 prior to the date and time the Bids are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept late Bids. The Town will **NOT** accept submissions by e-mail or fax. Bidders are solely responsible for ensuring timely delivery.

One (1) printed original and one (1) printed copy, and one (1) digital copy on a flash drive of all bid documents must be submitted in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "**BID DOCUMENTS**," and the **Bid Title, Bid Number and Bid Opening Date**. The Town may decline to accept Bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid documents and inform the bidder that the bid documents may be resubmitted in a sealed envelope properly marked as described above.

Bid prices must be submitted on the Bid Form included in this IFB. All blank spaces for bid prices must be completed in ink or be typewritten; bid prices must be stated in both words and figures. The person signing the Bid Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the Bids are scheduled to be opened. Bids are considered valid, and may not be withdrawn, cancelled or modified, for ninety (90) calendar days after the opening date, in order to give the Town sufficient time to review the Bids, investigate the bidders' qualifications, secure any required municipal approvals, and execute a binding contract with the successful bidder.

An authorized person representing the legal entity of the bidder must sign the Bid Form and all other forms included in this IFB.

#### 6. QUESTIONS AND AMENDMENTS

Questions concerning this IFB are to be submitted **only in writing** (including by e-mail or fax) and directed **only to**:

Name: Lawrence Baril, P.E., GISP  
Department: Engineering Department  
E-mail: [lbaril@avonct.gov](mailto:lbaril@avonct.gov)  
Fax: 860-409-4364

**Bidders are prohibited from contacting any other Town employee, officer or official concerning this IFB. A bidder's failure to comply with this requirement may result in disqualification.**

The appropriate Town representative listed above must receive any questions from bidders no later than seven (7) business days before the bid opening date. That representative will confirm receipt of a bidder's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this IFB and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to bid opening, the Town will post any addenda on the Town's website, [www.avonct.gov/bids](http://www.avonct.gov/bids). **Each bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its bid in accordance with the IFB as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this IFB, and no bidder shall rely on any alleged oral statement.

#### **7. ADDITIONAL INFORMATION**

The Town reserves the right, either before or after the opening of Bids, to ask any bidder to clarify its bid or to submit additional information that the Town in its sole discretion deems desirable.

#### **8. COSTS FOR PREPARING BID**

Each bidder's costs incurred in developing its bid are its sole responsibility, and the Town shall have no liability for such costs.

#### **9. OWNERSHIP OF BIDS**

All Bids submitted become the Town's property and will not be returned to bidders.

#### **10. FREEDOM OF INFORMATION ACT**

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its bid or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

## **11. REQUIRED DISCLOSURES**

Each bidder must, in its Bid Form, make the disclosures set forth in that form. A bidder's acceptability based on those disclosures lies solely in the Town's discretion.

## **12. REFERENCES**

Each bidder must complete and submit the Bidder's Statement of References Form included in this IFB.

## **13. LEGAL STATUS**

If a bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status. Each bidder must complete the Bidder's Legal Status Disclosure Form included in this IFB.

## **14. BID SECURITY**

Each bid must be accompanied by a certified check of the bidder or a bid bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the bid amount. The bid bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful bidder, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this IFB within **ten (10) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its bid.

Upon the successful bidder's delivery of all documents required by this IFB and execution of the Contract in the form enclosed with this IFB, without modification, condition or exception.

## **15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE**

Each bidder is responsible for having read and understood each document in this IFB and any addenda issued by the Town. A bidder's failure to have reviewed all information that is part of or applicable to this IFB, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its bid or the obligations related thereto.

Each bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this IFB or the provision of goods, or the performance of services, or the performance of the work described herein.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work, or the services, or the goods described in this IFB, and it is capable of performing the work/delivering/installing the goods or providing the services to achieve the

Town's objectives. If applicable, each bidder shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its bid.

**16. SUBSTITUTION FOR NAME BRANDS**

The bidder must attach detailed information concerning deviations from any name brands specified in the IFB and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

**17. TAX EXEMPTIONS**

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6001957 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1). The bidder shall however include in its proposed cost, any applicable state educational fee.

**18. INSURANCE**

The successful bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this IFB. The Town reserves the right to request from the successful bidder a complete, certified copy of each required insurance policy.

**19. PERFORMANCE SECURITY**

The successful bidder, at its sole cost and expense, shall furnish the following Performance Security covering the faithful performance of the Contract for 100% of the Contract amount in a form acceptable to the Town:

The Contractor shall furnish a Performance Bond covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be for 100% of the Contract amount and in a form reasonably acceptable to the Town. The Performance Bond, shall be issued by a company licensed by the State of Connecticut that has at least an "A-" VII policyholders rating according to Best Publication's latest edition Key Rating Guide." The cost of the Performance Security shall be included in the bid price.

**20. PAYMENT BOND**

In addition to the Performance Security, the successful bidder shall furnish a bond covering the successful bidder's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Payment Bond shall be included in the bid price.

**21. DELIVERY ARRANGEMENTS**

The successful bidder shall deliver the items that are the subject of the IFB, at its sole cost and expense, to the location(s) listed in the Specifications.

## **22. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION**

All Bids will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this IFB. Bidders may be present at the opening.

The Town reserves the right to correct, after bidder verification, any mistake in a bid that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a bid, reject all Bids, and waive any informalities or non-material deficiencies in a bid, and accept or reject any combination of alternates in any bid, if any. The Town also reserves the right, if applicable, to award the purchase of individual items under this IFB to any combination of separate Bids or bidders

The Town will select, if at all, the lowest, responsible and qualified bid that meets the criteria set forth in the IFB and is in the best interests of the Town; meaning that, in addition to price, due consideration will be given to factors such as a bidder's experience, references, capabilities, past performance, State of Connecticut prequalification (if applicable), and other relevant criteria. The Town may reject any bidder if, in the sole judgment of the Town, the bidder's past performance gives rise to a substantial risk that the bidder may not provide satisfactory performance.

The Town generally will not award the bid to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the bidder. **The making of a preliminary award to a bidder does not provide the bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the bidder.**

If the bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any bid security provided by the bidder and may enter into discussions with another bidder.

The Interviews, Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

## **23. NONRESIDENT REAL PROPERTY CONTRACTORS**

If the successful bidder is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful bidder agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest

and penalties that the State of Connecticut asserts are due with respect to the successful bidder's activities under the Contract.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

#### **24. COMPLIANCE WITH IMMIGRATION LAWS**

By submitting a bid, each bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful bidder or its subcontractor. The successful bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

#### **25. NON-COLLUSION AFFIDAVIT**

Each bidder shall submit a completed Bidder's Non-Collusion Affidavit Form that is part of this IFB.

#### **26. ANTICIPATED CONSTRUCTION SCHEDULE**

Each bidder shall submit a draft anticipated schedule to complete the construction project. This schedule shall sufficiently detail the work required to accommodate permit restrictions (including unconfined in-water work) and road closures and utilize a notice to proceed date of July 1, 2026. At a minimum the proposed schedule must include:

- Project kickoff
- Shop drawing submittals
- Site preparation
- Road Closure start date (no earlier than August 24, 2026)
- Project Construction
- Road Opening date
- Punchlist and project completion

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

## TOWN OF AVON, CONNECTICUT

### **REQUIRED CONTRACT TERMS**

25/26-5

The following provisions will be mandatory terms of the Town's Contract with the successful bidder. If a bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the bidder must disclose that inability, unwillingness, clarification and/or modification in its Bid Form (see Section 11 of the Standard Instructions to Bidders):

#### **1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION**

The successful bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the IFB or the Contract. Without limiting the foregoing, the obligation to defend, indemnify, and hold harmless includes injuries to persons (including injuries resulting in death) and injuries to property (including injuries to the environment). The successful bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful bidder's insurance. Nothing in this section shall obligate the successful bidder to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful bidder, or anyone directly or indirectly employed or contracted with by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful bidder's obligations under this section. The successful bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful bidder.

The subject of this IFB is funded in part by the State of Connecticut (including any of its agencies or departments, or branches). Therefore, the State of Connecticut and its directors, members of governing boards, committee members, officials, officers, employees, managers, beneficiaries, agents and representatives shall also be Town Indemnified Parties as required by this Section.

## 2. NO ASSIGNMENT; SUBCONTRACTING

The successful bidder may not subcontract, transfer or assign any of its obligations or rights (including but not limited to any right to payment) under the Contract except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful bidder shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. **The successful bidder shall remain fully and solely liable and responsible to the Town for performance of the work, services or goods described in the Contract.** The successful bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful bidder shall assure compliance with all requirements of the Contract. The successful bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

## 3. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before Contract execution.

## 4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made 30 ~~/45?~~ days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

In each of its contracts with subcontractors or materials suppliers, the successful bidder shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful bidder receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful bidder shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful bidder, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful bidder shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.

## **5. TOWN INSPECTION OF WORK**

The Town may inspect the successful bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

## **6. REJECTED WORK OR MATERIALS**

The successful bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

## **7. MAINTENANCE AND AVAILABILITY OF RECORDS**

The successful bidder shall maintain all records related to the work described in the IFB for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

## **8. ADVERTISING**

The successful bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful bidder to do so is not a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder.

## **9. PREVAILING WAGES**

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful bidder 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. Upon Contract award, the successful bidder must certify under oath to the State Labor Commissioner the pay scale to be used by the successful bidder and its subcontractors.

Prevailing Wage Rates are included as an attachment to the IFB. In addition, there are a number of other State of Connecticut documents and forms related to Prevailing Wage jobs that can be found at the following link: [https://portal.ct.gov/dol/knowledge-base/articles/wage-and-workplace-standards/prevailing-wage-bid-package?language=en\\_US](https://portal.ct.gov/dol/knowledge-base/articles/wage-and-workplace-standards/prevailing-wage-bid-package?language=en_US). These documents are made wholly a part of this IFB. It is the sole responsibility of each bidder to review the documents at this link and comply with all aspects of State prevailing wage law as applicable to this IFB.

## **10. PREFERENCES**

The successful bidder shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful bidder agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in Hartford County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

## **11. WORKERS' COMPENSATION**

If the subject of this IFB concerns construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project, prior to Contract execution, the Town will require the tentative successful bidder to provide 1) evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Connecticut General Statutes section 31-284, and 2) a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

## **12. SAFETY**

The successful bidder and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

## **13. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

In the performance of the Contract, the successful bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful bidder will 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 (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful bidder shows that such disability prevents performance of the work involved.

In accordance with the Town's Affirmative Action Plan, the successful bidder shall comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, United States Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and Executive Order No. 3 of Governor Meskill

**14. STATE OF CONNECTICUT NON-DISCRIMINATION/ AFFIRMATIVE ACTION PROVISIONS (CGS SECT. 4a-60)**

Pursuant to Conn. Gen. Stat. Sect. 4a-60, (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, 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 ensure 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, status as a veteran, 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;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) The contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) Except as provided in section 10a-151i:

(1) Any Contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the Contractor understands the obligations

of this section and will maintain a policy for the duration of the Contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the Contract, (B) providing an affirmative response in the required online bid or response to a bid question which asks if the Contractor understands its obligations, or (C) signing the Contract.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(d) For the purposes of this section, “contract” includes any extension or modification of the contract, “contractor” includes any successors or assigns of the Contractor, “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(h) The Contractor shall include the provisions of subsections (a) and (b) of this section in every Subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state or municipality, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a Subcontractor, vendor or manufacturer, unless exempted by regulations or

orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such Subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**15. STATE OF CONNECTICUT NON-DISCRIMINATION ON BASIS OF SEXUAL ORIENTATION PROVISION (CGS SECT 4a-60a)**

Pursuant to Conn. Gen. Stat. Sect 4a-60a, (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) Except as provided in section 10a-151i:

(1) Any Contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the Contract certifying that the Contractor understands the obligations of this section and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, or (B) providing an affirmative response in the required online bid or response to a bid question which asks if the Contractor understands its obligations.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(c) For the purposes of this section, “contract” includes any extension or modification of the contract, and “contractor” includes any successors or assigns of the contractor. For the purposes of this section, “contract” does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(d) The Contractor shall include the provisions of subsection (a) of this section in every Subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state or municipality, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, and such provisions shall be binding on a Subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such Subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the commission regarding a state contract, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

#### **16. STATE OF CONNECTICUT GOOD FAITH EFFORTS (GFE) PROVISIONS**

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the spending allocation goals.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town’s cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

#### **17. STATE GRANT/LOAN AGREEMENT**

The services described in this IFB are reimbursable in whole or in part from the State via the Connecticut DOT State Local Bridge Program. By submitting a bid, **each bidder agrees to be bound by and comply with each and every applicable provision of the State program.**

#### **18. SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK**

The Successful bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful bidder further confirms that it has properly completed I-9s for all employees assigned to

the Town's place of business. The successful bidder agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful bidder. The successful bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

**19. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP**

If the successful bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or under the Contract.

**20. NON-EMPLOYMENT RELATIONSHIP**

The Town and the successful bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful bidder shall be solely responsible for any applicable taxes.

**21. VALIDITY**

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

**22. COMPLIANCE WITH LAWS; PERMITS**

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its bid and the performance of the Contract. The successful bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

The following are incorporated by reference into this Agreement as though fully set forth and stated herein: The 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order

Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15) ), definition of Mentally Retarded (46a-51-13 ), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972, and the affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

### **23. CONNECTICUT LAW AND COURTS**

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

**END OF REQUIRED CONTRACT TERMS**

**TOWN OF AVON, CONNECTICUT**  
**SPECIFICATIONS FOR**  
**INVITATION FOR BID**  
**REPLACEMENT TILLOTSON ROAD BRIDGE**  
**OVER THOMPSON BROOK**  
**25/26-5**

The following documents comprise the Specifications for this IFB:

- Combined Special Provisions
- Project Drawings
  - CT DOT Highway Standard
  - CT DOT Traffic Standard
  - Tillotson Road Bridge Project Drawings dated April 30, 2026

**TOWN OF AVON, CONNECTICUT**  
**INSURANCE REQUIREMENTS FOR**  
**INVITATION FOR BID**  
**REPLACEMENT TILLOTSON ROAD BRIDGE**  
**OVER THOMPSON BROOK**  
**25/26-5**

In order to ensure that the Town of Avon is properly protected from insurance claims arising out of work performed on behalf of the Town by outside contractors, the following minimum policy limits and coverage requirements are mandatory effective July 1, 2025. The Town expressly reserves the right, in its sole discretion, to require higher policy limits, additional types of coverage, and additional provisions based on the scope of work or services to be performed.

**I. Insurance Coverage Requirements for All Work**

- A. General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and effect the insurance coverage outlined here at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- B. Certificates of Insurance/Policy Endorsements: The contractor shall furnish the Town with certificates of insurance and policy endorsements acceptable to the Town affecting coverage as required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates and endorsements 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. No insurance shall be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3719. Endorsements to the contractor's policies may be used to comply with this requirement.
- C. Insurer Qualifications: All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A-; VII.
- D. Additional Insured: The policy or policies providing insurance as required, with the exception of professional liability (if required) and workers' compensation, will defend and include the Town of Avon, its directors, officers, representatives, agents and employees as additional insured on a primary and non-contributory basis for work performed under or incidental to this contract. The "Town of Avon" is to appear as an additional insured on the Certificate of Insurance described in Section B above.
- E. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and must remain in effect for the duration of the contract and three (3) years after project completion. An extension of three (3) additional years may be required at the discretion of the Town Manager or his designee.
- F. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified herein. When requested by the Town, the

contractor will furnish copies of certificates of insurance evidencing coverage and policy endorsements for each subcontractor. The policy or policies providing insurance as required, with the exception of professional liability (if required) and workers' compensation, will defend and include the Town of Avon, its directors, officers, representatives, agents and employees and any other persons or entities required to be additional insureds in accordance with the Town's Request for Proposal as additional insured on a primary and non-contributory basis for work performed under or incidental to this contract. The "Town of Avon" and any other person or entity required by the RFP to be an additional insured is to appear as additional insureds on the Certificate of Insurance and policy endorsements provided by any subcontractor.

- G. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor and the contractor's subcontractors to include clauses stating that the contractor, each subcontractor and their respective insurance carriers will waive all rights of recovery, under subrogation and otherwise, against the Town and any other person or entity defined in the Town's Request for Proposal. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- H. Indemnification/Hold Harmless: To the fullest extent provided by law, the contractor shall indemnify, defend, and hold harmless the Town and, if applicable (as set forth in the Town's Request for Proposal), the architect, the engineer, and any other person or entity set forth in the Town's Request for Proposal, and their respective agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town or other indemnified person or entity, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

**II. Insurance Limits for Construction Projects** - This category includes all projects where there is the possibility of serious injury or death due to the nature of the work.

- A. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Each Occurrence	\$ 1,000,000
Each Occurrence if Blasting is Required	\$ 2,000,000
Personal/Advertising Injury Per Occurrence	\$ 1,000,000
General Aggregate with Dedicated Limits	
Per Project Site	\$ 1,000,000
Product/Completed Operations Aggregate	\$ 1,000,000
Damage to Rented Premises	\$ 100,000

Special hazards MUST be included by endorsement or under the Commercial General Liability (if the latter, please note this in the Description of Operations section of the COI) as follows:

- **Collapse**: property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

- **Explosion:** Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- **Underground Hazards:** Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshal.

- B. **Automobile Liability:** The contractor will maintain business auto liability coverage for liability arising out of any autos, including owned, hired and non-owned autos.  
 Combined Single Limit Each Accident \$ 1,000,000
- C. **Worker's Compensation & Employer's Liability:** The contractor will maintain worker's compensation and employer's liability insurance as required by CT state statutes. Employer Liability: Each Accident: \$ 500,000/Each Employee: \$500,000/Policy Limit: \$500,000. A waiver of subrogation in favor of the Town of Avon and any other persons or entities set forth in the Town's Request for Proposal shall apply.
- D. **Umbrella/Excess Liability:** The Town of Avon requires umbrella/excess liability minimum limits of coverage of \$10 million per occurrence/aggregate, applying over the above minimum required limits for commercial general liability, commercial automobile and the employer liability section of the workers compensation policy. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy. The Town of Avon shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope, size, and/or type of the work to be performed by the contractor.

**III. Insurance Limits for Permitting Projects in the Public Right-of-Way** – not applicable to this IFB

**IV. Insurance Limitations for All Other Service Projects** – not applicable to this IFB

**V. Insurance Limitations for Professional Services Contracts** – not applicable to this IFB

**END OF INSURANCE LIMITATIONS & COVERAGE  
 REQUIREMENTS FOR CONTRACTED & PERMITTED WORK**

TOWN OF AVON, CONNECTICUT

**BID FORM FOR  
INVITATION FOR BID  
REPLACEMENT TILLOTSON ROAD BRIDGE  
OVER THOMPSON BROOK  
25/26-5**

<b>Bidder's Full Legal Name:</b>	
<b>Bidder's E-Mail Address:</b>	
<b>Bidder's Phone No.:</b>	

**PRICE BID**

Pursuant to and in full compliance with the IFB, the undersigned bidder, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the IFB, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the IFB for the total sum of \_\_\_\_\_  
/100 Dollars (write out in words) (\$\_\_\_\_\_).

**PLEASE USE ATTACHED BID FORM**

**ACKNOWLEDGEMENT**

In submitting this Bid Form, the undersigned bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the IFB. Except as otherwise expressly stated in the IFB, no additional payment of any kind will be made for the products and/or services called for in the IFB.

**REQUIRED DISCLOSURES**

1. Exceptions to/Clarifications of/Modifications of the IFB

\_\_\_\_\_ This proposal does not take exception to or seek to clarify or modify any requirement of the IFB, including but not only any of the required Contract Terms beginning on page 12 of this IFB. **The proposer agrees to each and every requirement, term, provision and condition of this IFB.**

OR

\_\_\_\_\_ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the IFB requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

If “yes,” attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the proposer aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the proposer that could be regarded as creating a conflict of interest?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

If “yes,” attach a sheet fully describing each such matter.

**BID (BID) SECURITY**

Included is the required Bid security in the amount of 10% of the Bid amount.

**NOTE:** THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE IFB, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY \_\_\_\_\_  
(PRINT NAME)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

DATE: \_\_\_\_\_

**END OF BID FORM**

**TOWN OF AVON, CONNECTICUT**

**BIDDER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a permanent place of business of the bidder.

**IF A SOLELY OWNED BUSINESS:**

Bidder's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business under sole proprietor or trade name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

**IF A CORPORATION:**

Bidder's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Bidder’s Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner’s Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Manager(s) and Member(s)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a “permanent place of business” in Connecticut, as defined above?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

\_\_\_\_\_

**IF A PARTNERSHIP:**

Bidder's Full Legal Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address (if different from Street Address) \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Number of years engaged in business \_\_\_\_\_

Names of Current Partners

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

\_\_\_\_\_  
Name & Title (if any)

\_\_\_\_\_  
Residential Address (street only)

(Attach additional sheets as necessary)

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

\_\_\_\_\_  
Bidder's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Bidder's Authorized Representative

\_\_\_\_\_  
(signature)  
Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Date

**END OF LEGAL STATUS DISCLOSURE FORM**

**TOWN OF AVON, CONNECTICUT**

**BIDDER'S NON-COLLUSION AFFIDAVIT FORM**

**BID FOR:**

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

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Avon is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Avon to consider its bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(signature)

Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**END OF NON-COLLUSION AFFIDAVIT FORM**

**TOWN OF AVON, CONNECTICUT**

**REPLACEMENT OF TILLOTSON ROAD BRIDGE OVER THOMPSON BROOK**  
**25/26-5**

**BIDDER'S STATEMENT OF REFERENCES FORM**

Provide at least three (3) references:

1. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_
  
2. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_
  
3. BUSINESS NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
INDIVIDUAL CONTACT NAME AND POSITION \_\_\_\_\_  
\_\_\_\_\_

**END OF STATEMENT OF REFERENCES FORM**

**REPLACEMENT TILLOTSON ROAD BRIDGE  
OVER THOMPSON BROOK CONTRACT**

*Note to Bidders: This is the Contract that will be executed by the Town and the Contractor that is awarded the Work. Please review the terms carefully and note any exceptions to the Contract, or the Contract Documents incorporated by reference, in your Bid Response.*

This \_\_\_\_\_ Contract (the "Contract") is entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut, (the "Town") and \_\_\_\_\_, a \_\_\_\_\_, whose principal office is located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for \_\_\_\_\_; and

WHEREAS, Contractor submitted a Bid to the Town, dated \_\_\_\_\_, 20\_\_ (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
  - (i) The Contract;
  - (ii) The IFB, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
  - (iii) Any addenda or modifications to the IFB issued prior to opening of IFB; and
  - (iv) The Bid submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the IFB and/or the Bid, this Contract shall have the highest priority, the IFB the second priority, and the Bid the third priority

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the IFB**, which shall be deemed as fully as part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until \_\_\_\_\_. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the IFB and the Bid Form contained in the IFB.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

8. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

9. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

10. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

**THE TOWN OF AVON**

\_\_\_\_\_  
[Witness]

By \_\_\_\_\_  
Brandon Robertson  
Town Manager

**[COMPANY NAME]**

\_\_\_\_\_  
[Witness]

By \_\_\_\_\_  
Its \_\_\_\_\_