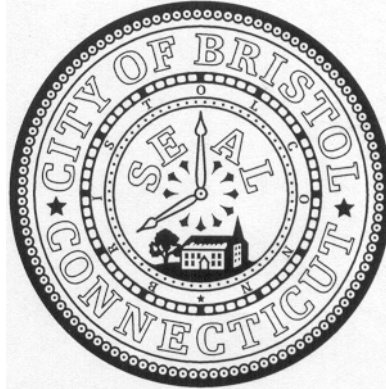


CITY OF BRISTOL  
BRISTOL, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS  
DIVISION OF ENGINEERING



SPECIFICATIONS FOR  
CONTRACT 2011-002

**TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

PROPOSAL SUBMITTED BY:

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

Date Issued: June 29, 2010

Date Due: July 22, 2010

**INVITATION TO BID 2011-002**  
**Access Management System for Truck Scale Operations**  
**City of Bristol CT**

The City of Bristol is seeking bids for deployment of an access management system relative to the installation of two above ground truck scales at the Bristol Transfer Station at 685 Lake Avenue, Bristol, CT. Bid documents may be obtained at no charge from:

the City of Bristol  
Purchasing Department  
111 North Main Street  
Bristol CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday. No new sets of plans or specifications will be issued three working days prior to the date set for bid opening.

A non-mandatory bidder's conference will be held on Tuesday, July 13, 2010 at 10:30 am in the First Floor Meeting Room, City Hall, Bristol CT.

Bids will be accepted until **Thursday, July 22, 2010 at 11:30 am** at which time bids will be opened and read. Bids received after the opening date and time will not be considered for award. The City reserves the right to waive any informalities in the bid, to reject any or all bids, and to accept the bid that in its judgment is in its best interest.

Each bid shall be in a sealed envelope addressed to the City of Bristol Purchasing Department, identified as "Bid 2011-002 Access Management System" accompanied by a Bid Bond in the amount of 10% of the bidders base bid amount.

The awarded contractor will be required to secure a Performance Bond and a Labor and Materials Bond, each in the amount of 100% of the contract award, provided by a surety licensed to do business in the State of Connecticut.

Roger D. Rousseau  
Purchasing Agent  
Tel (860) 584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>

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PAGE 1:     - SCALE SITE PLAN

INSTRUCTIONS TO BIDDERS  
CITY OF BRISTOL, CONNECTICUT 06010

CONTRACT #2011-002

**TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

The following instructions and specifications shall be observed by all Bidders:

1. **Time and Place of Bid Opening**

Bids will be opened at **11:30 am on Thursday, July 22, 2010** at the Purchasing Office, 111 North Main Street, Bristol, Connecticut; 06010. Any bid received after the date and time of the bid opening shall not be considered.

2. **Pre-Bid Meeting**

**A non-mandatory pre-bid meeting will be held at 10:30 a.m. on Tuesday, July 13, 2010** in the City Hall First Floor Meeting Room. The conference room is located on the first floor of the Bristol City Hall at 111 North Main Street, Bristol, Connecticut.

3. **Availability of Bid Documents**

The prospective bidder must register his name and address when securing the plans and specifications. Plans and Specifications may be secured in person at the Purchasing Office, 111 North Main Street, Bristol, Connecticut; 06010 during regular office hours - 8:30 am to 5:00 pm, Monday through Friday. Distribution of plans and specifications is limited to one set per bidder. Bidders may request shipment of bid documents, at the bidder's sole expense. NO PLANS OR SPECIFICATIONS WILL BE ISSUED THREE WORKING DAYS PRIOR TO THE DATE SET FOR BID OPENING.

4. **Fee for Bid Documents**

No fee is required for the provision of these bid documents.

5. **Bid Addenda**

All questions are to be addressed to the Purchasing Agent. Questions relative to the specification must be received prior to the closure of business a minimum of **four (4) business days** prior to the date fixed for the opening of bids, in order to permit

proper response time to said questions by City staff. If additional information or change shall present itself, the Purchasing Department will send such change in a written addendum not later than three (3) days prior to the date fixed for the opening of bids to the address given by the Contractor at the time of securing the Proposal document. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. All addenda so issued shall become a part of the Contract Documents. Certification of receipt of addenda shall be made by the bidder on the Proposal.

Notice of any addendum issued shall be provided (1) by first class mail and/or (2) by fax transmission; notice of said addendum are additionally posted upon release at the following website:

<http://www.bristolct.gov/bids>

Bidders are requested to acknowledge receipt of any addendum to ensure proper notification of changes to the published specifications. The City does not assume responsibility for any bidder that does not receive any addendum.

**6. Bid Bond Requirements**

A Bid Bond in the amount of ten percent (10%) of the total amount bid is required. Bid Security will be returned to all except the successful bidder upon award, and to the successful bidder upon issuance of a Purchase Order. NO BID WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED BID BOND.

**7. Bid Instructions**

- (a) Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified with the contract number and name as shown on the face of these bid documents.
- (b) Bids must be made on the attached forms with complete information as requested on the bid forms; bids submitted on other than the forms included within this document will not be considered.

**8. Examination of Site Conditions**

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of the

lack of knowledge by the Contractor regarding the site, the proposed work, or content of the specifications and drawings will be allowed. The bidder may call the Engineer for an appointment to inspect the work site with him. No appointments for inspection will be made the day of or the day prior to the bid opening. At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the location and site of work to be done under this Contract and has satisfied himself as to the actual conditions and requirements.

**9. Prevailing Wage Rates**

This project shall not be subject to prevailing wage rates.

**10. Sales and Use Tax**

Bidders are reminded that the Connecticut State Sales and Use Tax, and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under terms of Regulation 16, referring to Contractors and Sub-contractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials and supplies to be consumed in the performance of the Contract without payment of the tax and shall not include in his bid nor charge any sales or use tax thereon.

**11. Definitions**

The word "City" as used throughout these documents shall refer to the City of Bristol, Connecticut acting through it's Mayor and City Council.

The phrase "Mayor" as used throughout these documents shall mean the Mayor of the City of Bristol.

The word "Director" as used throughout these documents refers to the Director of Public Works of the City of Bristol.

The word "Engineer" as used throughout these documents refers to the City Engineer of the City of Bristol.

The word "Bidder" as used throughout these documents refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" as used throughout these documents refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

**12. Project Location**

The project consists of work at the Bristol Transfer Station at 685 Lake Avenue and at Bristol City Hal at 111 North Main Street, in Bristol Connecticut as noted on plan pages of these specifications.

**13. Intent**

The Intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to install an access management system for two new above ground truck scales, and other related work, complete in place, at the Bristol Transfer Station at 685 Lake Avenue, and Bristol City Hall at 111 North Main Street, Bristol; as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

**14. Work Schedule**

**The Contractor is alerted that this project will be conducted in conjunction with a separate site contractor (a scale installation company) to conduct other work with this project. The Contractor will be required to coordinate work with the scale contractor and the City operations at this site.**

The Contractor shall call the City Engineer at (860) 584-6297 prior to the start of any work associated with this Contract.

No work will be performed at night, Saturdays, Sundays, or legal holidays except in case of emergency and only to the extent necessary to make the work safe.

Transfer Station hours are from 7:15 a.m. to 2:45 p.m. Monday through Friday and Saturdays from 7:30 a.m. to 1:00 p.m. During these times a working scale shall be accessible to the residential and commercial traffic accessing the site. Except in the case of an emergency, work will not be allowed on Saturdays due to the volume of traffic at the site.

The normal work day for the Transfer Station shall be considered as any eight (8) hour period falling between 7:15 A.M. and 2:45 P.M., Monday through Friday.

The normal work day for the Bristol City Hall shall be considered as any eight (8) hour period falling between 8:30 A.M. and 5:00 P.M., Monday through Friday.

The successful Bidder/Contractor shall complete the work within twenty one (21) calendar days after the final certification of the scales by the State of Connecticut.

By joint agreement between the Engineer and the Contractor, a later date may be set for completion of the work, if such delay is caused beyond the control of the Contractor or the City.

All work under the Contract is to be completed within **one hundred twenty (120) calendar days** from the date of the issuance of the Purchase Order. Liquidated damages of **Two Hundred (\$200.00) Dollars** shall be paid by the Contractor to the City for each and every calendar day after the completion date hereinbefore specified. All or a portion of the liquidated damages may be abated for cause by agreement between the City and the Contractor. Liquidated damages will be deducted from monies due the Contractor before final payment.

**15. Evaluation of Prices Submitted**

Bids will be compared on the basis of the estimated quantities times unit or lump sum prices stated in the Proposal. In the event of a discrepancy between prices written in words and figures; the prices written in words shall govern. It is the intent of the City of Bristol to make award to the lowest responsible qualified bidder (reference C.G.S. 4a-59). In the event of a discrepancy between (1) the Total Amount of the bids as recorded on the bid form by the bidder and (2) the Total Amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder extended by designated quantities and tabulated by the Purchasing Agent, the latter shall prevail.

**16. Engineer Estimate of Work**

The Engineer's estimate of work and material by which the bids will be compared, are as shown in the Proposal and are solely for the purpose of comparing proposals received and are approximate only and are not guaranteed. The parts of the work have been divided into items in order to allow the bidder to bid for the different portions of the work in accordance with his estimate of their cost; so that in event of an increase or decrease of the quantities of any item of work, the actual quantity executed may be paid for at the price bid for that particular item of work.

**17. Contractor Qualifications**

Bidders, if requested, must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted for under this Proposal.

The three lowest bidders may be required to complete information on their qualifications as outlined in an additional set of forms, identified as "Construction Qualification Application", available for inspection within the Purchasing Department. Such application shall be submitted in its entirety within three (3) working days of receipt of written request by the City of Bristol. Any such application is not required to be submitted at the time of bid opening.

Please note that financial information submitted with such application may remain confidential, if provided in a separate envelope clearly marked "Confidential".

**18. Certificate of Good Standing**

Any corporation whose Proposal is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Secretary of the State's Office for Connecticut.

**19. Acceptance/Rejection of Bids**

The City of Bristol may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures not properly initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities; or contractual services included in any or all bids; and/or to waive any informality in bids; and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the City's best interest to do so. The City also reserves the right to reject any or all bids, or to accept any bid whether the lowest or not, should the City deem it for their best interest to do so.

**20. Local Bidding Preference**

In the event that a local business submits a bid to the City of Bristol that is within 4% of the lowest compliant bidder and is

considered to be in compliance with requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the bid as the lowest compliant bidder, at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$1,000,000.00
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal, or other funds that have governing regulations disallowing such practice.
4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

**21. Withdrawal of Bid Submitted**

Any bid may be withdrawn prior to the designated closing time for receiving bids. Bids may be withdrawn 90 days after the bid opening, if no award has been made. If the City does not award a contract within ninety (90) days after the opening of bids, all bid proposals will be null and void except on mutual agreement of the City and the lowest qualified bidder, this time may be extended.

**22. Failure to Submit Bid**

Failure to return a bid may result in the company's name being removed from the Bid List. "No Bids" and responsive bids will result in Bid List retention.

**23. Contract Execution**

The person or persons whose Proposal is accepted will be required to furnish all insurance certificates in amounts as hereinafter specified, within five (5) days from the date of notice of the award; said person or persons will also be required to furnish all performance and payment bonds within three (3) days from request by the City, and at least three (3) days prior to the signing of the Contract.

The person or persons whose Proposal is accepted will be required to execute a contract, in substantially the form annexed, as scheduled by the Office of the Mayor. Once the contract is executed via formal contract signing at Bristol City Hall, the Contractor will be issued a City Purchase Order for the contract.

Contracts valued at less than \$50,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

**24. Inclusion of Contract Provisions**

The bidders' attention is directed to the form of this agreement, which includes as a part of it in addition to this Information for Bidders, the Proposal, the General Provisions, the Special Provisions, Specifications, Measurement and Payment, the Contract Drawings and Standard Detail Drawings.

**25. Provision of Contract Related Documents**

Bonds and Insurance Certificates shall be submitted to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required insurance certificates, within the set time periods, the bidder shall forfeit to the City of Bristol such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder, and the total bid of the person or persons with whom the contract is finally executed.

**26. Acceptance of Alternate Materials or Methods**

When alternate bids are asked for, the City at time of the awarding or prior to signing of the Contract, through its Engineer, will select which type of material or construction will be used.

**27. Indemnification**

The Contractor, in contracting for goods, services, materials, labor and the like with the City of Bristol and its respective officers, agents and servants, does hereby agree that the Contractor will indemnify and save harmless the City of Bristol, its respective officers, agents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol, or of the Contractor or of any participant or spectator, and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site, or on any other person or damage to property, real or personal, including property of the City of Bristol and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the Contractor or any participant or spectator or

anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

**28. Equal Opportunity - Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

Included within these specifications is an Employment Information Form. Firms with 15 or more employees are required to complete the form and return as part of their bid submission.

**29. Contractor's and Subcontractor's Insurance**

The awarded Contractor shall provide a certificate of insurance naming the City of Bristol as an "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Contractor with an insurance company which is licensed to do business in the State of Connecticut.

- a. **Worker's Compensation** as required by Connecticut Law.
- b. **General liability** - \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence and \$2,000,000 aggregate coverage.
- c. **Auto liability** - \$1,000,000 (combined single limit). Property damage and bodily injury coverage.

The City of Bristol reserves the right to modify and/or change the insurance requirements. All individual modifications to the insurance limits require prior approval of the Comptroller's Office of the City of Bristol.

Certificates of coverage on motorized equipment, cars and trucks, including non-ownership and hired vehicles shall also be filed.

Any subcontractor shall be likewise covered and shall furnish certificates of coverage acceptable to the City before starting work.

All certificates of coverage shall be filed in triplicate. All policies and/or certificates shall have a ten (10) day written notice to the City of Bristol of expiration or cancellation.

**30. Bond Requirements**

For all contracts valued in excess of \$50,000.00, the awarded contractor shall provide the following bonds in the minimum amounts as specified herein.

- a. **Labor and Materials Bond** in the amount of 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials, and equipment utilized in the completion of work under the Contract in the amount of contract award.
- b. **Performance Bond**, guaranteed by Surety licensed to do business in Connecticut, in the amount of 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

All bonds shall be guaranteed by Surety licensed to do business in Connecticut.

It is distinctly agreed and understood that any changes in plans and/or specifications for this work, whether such changes increase or decrease the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the Contractor.

In accordance with C.G.S. 49-41(f), if any project is estimated to cost more than five hundred thousand dollars, the surety contract between the contractor named as principal in the bond and the surety that issues such bond shall contain the following provision:

"In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is pre-qualified, pursuant to CGS 4a-100, in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract".

**31. Permits**

The Contractor shall at its own expense take out and possess all necessary permits if required and licenses required by law and necessary for the prosecution of the work under this Contract; including the posting of all bonds and payment of all fees and charges incidental to the due and lawful prosecution of the work covered by the Contract.

Permits subject to this section may include, but are not limited, to the following:

Permits as required by the Building Department (electrical, etc.)  
Fees imposed by the CT Department of Consumer Protection -Weights and Measures Division for work defined within the project scope.  
FCC part 90 or other permits for implementation of the system.

**32. Safety**

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, Municipal, and Local regulations, laws, ordinances and Regulations affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) days after the date a contract is awarded, the awarded contractor shall furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public project, pursuant to such contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration, or in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

**33. Personnel Requirements**

All work under the contract shall be performed by competent and proficient tradesman employed by the Contractor and under his supervision. Helpers and Apprentices may be used, but only under direct supervision of the job Foreman.

**34. Prevailing Wage Rates**

If designated as subject to prevailing wage rates in Item 9 of this section, the contractor shall pay its workers in accordance with the wage rates included with this specification.

### 35. Subcontractors

Bidders are required to provide the names of proposed subcontractors with submission of this bid. Bidders may be required to provide detailed information relative to the work proposed to be performed by the subcontractors, and the associated cost for the work proposed to be performed by the subcontractors, prior to any recommendation of award. If a Contractor is using subcontractors, the City of Bristol reserves the right to consider the qualifications of said subcontractors in determining the qualifications of the Contractor.

The Contractor shall not sublet any portion of the work without written permission. In no case may it sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the Mayor. Disposal must be for a cause only.

**BID PROPOSAL**

CITY OF BRISTOL, CONNECTICUT 06010  
CONTRACT #2011-002

**TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

Purchasing Office  
111 North Main Street  
Bristol, CT 06010

TO THE CITY OF BRISTOL:

The undersigned hereby declares that no Person or persons other than members of his own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol. It is understood that the City, its agents and employees, are not to be, in any manner, held responsible for the accuracy of, or bound by any estimates relative to the work; all such estimates are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has examined the site of the work, the general information, the plans and specifications and the form of contract, and will contract to provide all necessary tools, apparatus, freight, cartage and expense, and to do all the work and furnish all materials necessary to construct the proposed work in the manner and upon the conditions specified and the terms which follow herein.

The undersigned also agrees to furnish satisfactory performance and payment bonds with surety and to execute and deliver within 15 days after the notice of award, a formal contract with the City of Bristol for the fulfillment of this Proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the City may determine the contract abandoned and declare the Proposal and acceptance null and void. The City may, at its option, declare the bid bond forfeited. No bid may be withdrawn for a period of 90 days after the opening of the bids.

The undersigned agrees to construct complete in place, including all labor, materials and equipment, "CONTRACT 2011-002 - TRANSFER STATION ACCESS MANAGEMENT SYSTEM" according to the attached specifications and plans for the unit prices and/or lump sum prices hereinafter listed, times the actual quantities of the completed work as computed by the Engineer.

The undersigned declares that the bidder is:

(a) A CORPORATION organized under the laws of the State of \_\_\_\_\_ having its principal office at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The principal officers, with their respective titles and addresses, are as follows:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) A PARTNERSHIP consisting of the following individuals with their addresses:

Name	Address
_____	_____
_____	_____
_____	_____

(c) AN INDIVIDUAL by the name of \_\_\_\_\_ and doing business as \_\_\_\_\_

BID PROPOSAL

Approximate Quantity	Description Written Unit Price	Unit Price	Total Amount
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1. Lump Sum **RFID Access Management Software System;**  
 complete in place as ordered by the Engineer; including all software licenses, equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; software systems, first year of hardware and software support from date of installation until December 31, 2011, upgrades, and maintenance, wiring, programming, hardware, software, etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer, and incidentals thereto; at the Lump Sum price of \_\_\_\_\_  
 \_\_\_\_\_ dollars and  
 \_\_\_\_\_ cents. \$\_\_\_\_\_

\_\_\_\_\_ Number of software licenses required for the system to be implemented. Item #1 includes all software licenses required. List software licenses required below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Per year **Software System Maintenance Contract;**  
 complete in place; including all software licenses, equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; per calendar year (January 1, to December 31) of hardware and software support for the entire system, upgrades, and maintenance, 2013 computer lease upgrades, hardware and software repairs, etc.; and other operations, work, and/or materials necessary to complete the work under this

BID PROPOSAL

Approximate Quantity	Description Written Unit Price	Unit Price	Total Amount
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Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer, and incidentals thereto; at the per year price of:

2012	_____	dollars and	
	_____	cents.	\$ _____
2013	_____	dollars and	
	_____	cents.	\$ _____
2014	_____	dollars and	
	_____	cents.	\$ _____
2015	_____	dollars and	
	_____	cents.	\$ _____

3. 2 EA. **RFID Building Mounted Vehicle Reader Systems;** complete in place as ordered by the Engineer; including all equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; exterior reader on the inbound scale and the outbound scale, permitting, wiring, programming, hardware connections, conduit pipe, wall penetrations, first year of hardware support from date of installation until December 31, 2011, etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer, and incidentals thereto; at the per reader price of \_\_\_\_\_

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents. \$ \_\_\_\_\_ \$ \_\_\_\_\_

4. 2 EA. **RFID Handheld Reader Systems;** complete in place as ordered by the Engineer; including all equipment, labor, materials, tools, and work which is necessary for a complete job,

BID PROPOSAL

Approximate Quantity	Description Written Unit Price	Unit Price	Total Amount
-------------------------	-----------------------------------	---------------	-----------------

including but not limited to; handheld readers, one at the scale one in the office at City Hall, permitting, programming, hardware connections, first year of hardware support from date of installation until December 31, 2011, etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer, and incidentals thereto; at the per reader price of \_\_\_\_\_

\_\_\_\_\_ dollars and  
\_\_\_\_\_ cents. \$ \_\_\_\_\_ \$ \_\_\_\_\_

5. 2 EA.

**Staff Training Sessions;** as ordered by the Engineer; including all labor, materials, employee training once at the Transfer Station and once at the Public Works Department Office, minimum 5 people per session, and incidentals thereto; at the unit price of \_\_\_\_\_

\_\_\_\_\_dollars and  
\_\_\_\_\_ cents per session. \$ \_\_\_\_\_ \$ \_\_\_\_\_

6. 7,500 EA.

**RFID Windshield Tags;** as ordered by the Engineer; including all labor, delivery, cards, materials, employee training and, incidentals thereto; at the unit price of \_\_\_\_\_

\_\_\_\_\_dollars and  
\_\_\_\_\_ cents per each. \$ \_\_\_\_\_ \$ \_\_\_\_\_

7. 500 EA.

**RFID License Plate Tags;** as ordered by the Engineer; including all labor, delivery, cards, materials, employee training and, incidentals thereto; at the unit price of \_\_\_\_\_

\_\_\_\_\_dollars and  
\_\_\_\_\_ cents per each. \$ \_\_\_\_\_ \$ \_\_\_\_\_

The TOTAL AMOUNT of this Bid, based upon the estimated quantities listed above for ITEMS 1 through 7, as computed by the Bidder is: \_\_\_\_\_

DOLLARS and \_\_\_\_\_ CENTS.

\$ \_\_\_\_\_

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the City reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Date Title

\_\_\_\_\_  
**Company/Name of Firm**

\_\_\_\_\_  
Company Telephone Number Company Fax Number

\_\_\_\_\_  
Business Address Mailing Address

\_\_\_\_\_  
City/Town State City/Town State

Dated at \_\_\_\_\_, \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, 2010

BID SURETY ATTACHED

- a) Bid Bond - Amount \_\_\_\_\_
- Surety \_\_\_\_\_

ADDENDA RECEIVED:

Number	Date
_____	_____
_____	_____
_____	_____

**REFERENCES FOR SIMILAR WORK:**

COMPANY NAME/ADDRESS/PHONE NUMBER

REPRESENTATIVE

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**LICENSES:**

COMPANY/INDIVIDUAL NAME/ADDRESS/PHONE

LICENSE NUMBER

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**PROPOSED SUBCONTRACTORS:**

COMPANY/INDIVIDUAL NAME/ADDRESS/PHONE

LICENSE NUMBER

- 1. \_\_\_\_\_  
\_\_\_\_\_
- 2. \_\_\_\_\_  
\_\_\_\_\_
- 3. \_\_\_\_\_  
\_\_\_\_\_

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

CONTRACTOR SITE VERIFICATION FORM

Contract 2011-002

**TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

AN INDIVIDUAL by the name of \_\_\_\_\_

and representing \_\_\_\_\_  
(Company Name)

hereby attest that I have field walked the site for the above  
referenced project and am familiar with the existing conditions.

\_\_\_\_\_  
date            signature

By: \_\_\_\_\_

\_\_\_\_\_  
title



## CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

### Please complete and sign

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CHRO CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.”

“Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.”

“Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians; an individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

The undersigned acknowledges receiving and reading a copy of the Notification to Bidders forms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Employment Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
--	----------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	

**LICENSOR**  
**Software License Agreement**

Licensor, hereinafter referred to as "Licensor", grants the Licensee named above, hereinafter referred to as "Licensee", the right to use the Licensor software and documentation named above on the computer hardware located in Licensee's office subject to the terms and conditions stated below. All terms and conditions of this agreement shall apply to any and all versions and updates of the software and documentation.

**USE:** Licensee will use the software and documentation only on the computer equipment located in Licensee's offices.

Licensee will use the software and documentation only for its own purposes. If Licensee's computer is used by other parties, Licensee will not permit use of this software and documentation by any other party unless the other party has obtained a license from Licensor granting the other party a right to use the software and documentation on the Licensee's computer.

Licensee may copy the program into any machine readable form only for backup purposes in support of its use of the program on Licensee's computer. Licensee may not copy the documentation or other written materials accompanying the program.

Licensee shall not use, copy, modify, or transfer the software and/or documentation, or any copy, in whole or in part, except as expressly provided in this license. If Licensee leases, rents or transfers possession of any copy of this software and/or documentation to another party, this license shall be automatically terminated.

**TERM:** This license takes effect upon payment in full of all applicable charges, and is effective until terminated. Licensee may terminate it at any time by destroying the software, documentation and all copies, modifications and merged portions in any form. This license will also terminate if Licensee fails to comply with any term or condition of this Agreement. Licensee agrees upon such termination to destroy the program and documentation together with all copies, modifications and merged portions in any form.

**LIMITED WARRANTY:** Licensor warrants the media on which the program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to Licensee.

**GENERAL:** Licensee is exclusively responsible for enforcing the terms and conditions of this Agreement within its organization and agrees to take all appropriate actions with its employees or other persons permitted access to the software and documentation to satisfy its obligations with respect to use, protection and security of the software and documentation.

The terms, conditions and warranties herein extend only to Licensee and cannot be assigned or altered.

This agreement will be governed by the laws of the State of Connecticut.

The undersigned acknowledges that he has read the agreement, understands it, and agrees to be bound by its terms and conditions. He further agrees that it is the complete and exclusive statement of the agreement between Licensor and Licensee which supersedes any proposal or prior agreement, oral or written and any other communications between Licensor and Licensee relating to the subject matter of this agreement. He further warrants that he is acting as a duly authorized representative of Licensee.

## **Technical Support Service** Terms and Conditions

**SCOPE:** This agreement provides support to the customer(s) for the products purchased or licensed from Licensor. Updates to the Licensor provided software and documentation covered by this agreement, and released during the term of the agreement, will be provided to the customer at no additional charge. During the term of this agreement, customer shall be included as a member of the Licensor User Group and thus entitled to attendance at any scheduled User Group meetings and a copy of all newsletters.

**STANDARD HOURS OF SERVICE:** This agreement provides telephone support service from X:XX a.m. through X:XX p.m. EST Monday through Friday (excluding holidays). A technical support paging service is available and answered 24 hours a day 7 days a week, for critical system outage and server down situations. Any calls placed to this number that are not deemed critical will be placed in a callback queue for response on the next business day, during normal business hours. The first available technical support representative will return support calls received during standard hours.

Calls received at night or on weekends or holidays will be held until the next business day unless the caller requests billable emergency service.

Telephone technical support for upgrades, conversions, etc., is available at night and on weekends at no extra charge if the customer calls in advance to arrange a mutually convenient time.

**CUSTOMER RESPONSIBILITIES:** Customer agrees to designate and train at least one person as System Manager and to strive to direct all requests for support through that person. In the event that the designated System Manager is replaced, it is the Customer's responsibility to designate a new System Manager and provide training for the new System Manager to a level of demonstrated operational competency. Customer will supply all labor necessary to install software corrections and upgrades. Customer agrees to attend Licensor recommended training for Licensor software products and all operating system software, if appropriate. Customer agrees to purchase and maintain in working condition, a communications modem and software for use in remote communications and support. This device will enable remote dial-in and diagnostic services.

**SOFTWARE SUPPORT COVERAGE LIMITATIONS:** Licensor's technical support service is primarily focused on providing support for Licensor supplied systems and custom applications. Third-party software support is limited to answering questions concerning the use of the software and does not include providing fixes. For third-party software such as Novell Netware, Windows, Microsoft Word, etc., Licensor will provide support as it relates to the administration and usage of the Licensor software system.

**EXCLUSIONS:** Licensor's obligation to provide technical support hereunder is contingent upon the proper use of the software and/or equipment. Licensor shall not be obligated to provide technical support service under this agreement because of

- (a) modifications, whether made or attempted, to the software and/or equipment by other than authorized Licensor representatives;
- (b) failure to maintain proper environmental conditions, e.g., air conditioning, electrical power, dust free or humidity control
- (c) neglect, misuse or accident attributable to customer, including but not limited to unusual physical or electrical stress;
- (d) relocation, movement or replacement of the hardware;
- (e) damage caused by accessories, alterations, attachments, or other devices not furnished by Licensor;
- (f) Acts of God, fire, flood earthquake, lightning strikes, war, nuclear disaster or other such causes beyond the reasonable control of Licensor.

**TERMINATION OF SERVICE:** Licensor reserves the right to discontinue support for any hardware and/or software which, in the opinion of Licensor, has become unsupported, and shall refund the unused portion of support fee, less

- (a) any time and expenses incurred prior to discontinuance and
- (b) any other outstanding invoices, when support service has been terminated.

Possible reasons for termination include, but are not limited to:

- (a) a physical, hardware and/or software environment at a customer site which is inadequate for the efficient and reliable performance of Licensor's products;
- (b) alterations, modifications, or additions to hardware and/or software environments made without Licensor's written approval.

In the event the customer becomes more than 90 days in arrears on any invoice(s) issued by Licensor, Licensor may terminate this agreement and apply any unused portion toward payment of the invoices in arrears.

#### **NEW RELEASES**

There shall be no cost for new releases.

#### **ANNUAL MAINTENANCE COSTS**

The costs associated with annual maintenance and support for Year 1 are included as part of the system costs defined within the Master Purchase Agreement.

The costs associated with annual maintenance and support shall be \$XXX.XX per year, payable within thirty days of the anniversary date for system acceptance. Such cost shall remain for years two through five, with the fifth year assumed to be approximately July 2015 through June 2016, contingent upon actual system acceptance.

The costs associated with annual maintenance and support for years subsequent to year five shall be adjusted on an annual basis, with cost adjustments not exceeding the Consumer Price Index (CPI-U) for the previous twelve month term, or 5 percent, whichever is greater.

**LICENSOR  
MASTER PURCHASE AGREEMENT**

THIS AGREEMENT is entered into between Licensor, hereinafter referred to as Licensor, and the City of Bristol, Connecticut, hereinafter referred to as Purchaser.

THE PARTIES AGREE AS FOLLOWS:

**STATEMENT OF WORK:** Licensor agrees to sell and Purchaser desires to acquire the products described herein. This Master Purchase Agreement will cover the present sale as well as any subsequent sales of Products to Purchaser by Licensor.

**PURCHASE ORDER:** A purchase order authorizing procurement of the hardware, software and services and indicating to whom invoices should be submitted must accompany this contract.

**PAYMENT SCHEDULE:**

(payment schedule to be inserted)

Licensor may, without liability, suspend performance or cancel this Agreement if Purchaser is in default with this Agreement or any other agreement with Licensor. Where deliveries are scheduled in installments, Purchaser shall pay invoices per the above terms when due for each installment. Purchaser shall pay interest on all amounts not paid when due at the rate of 1.5 percent per month or the highest lawful rate, whichever is less. The balance due on each item shall become due and payable 30 days from the date of invoice or from the completion of the service, whichever is later.

Title to all hardware will remain with Licensor until payment in full is received by Licensor, at which time said title shall pass to the Purchaser. Title to software shall remain the sole property of the software vendor(s). License to use the software will pass to the Purchaser when payment in full is received by Licensor.

**DELIVERY:** Licensor shall not be liable for delay in delivery or for failure to give notice of delay when delay is due to conditions beyond Licensor's reasonable control. The delivery date shall be extended for a period equal to the time lost due to such delay. In the absence of specific instructions, Licensor will arrange for shipment. All transportation charges shall be paid by Licensor.

**TRAVEL EXPENSES:** Travel costs incurred for installation and training are included in the contract total; Licensor shall not be subject to additional charges relative to travel costs.

**HARDWARE INSTALLATION:** The Purchaser will be responsible for providing a suitable site with stable electrical power and adequate air conditioning for all computer hardware, as well as running cable supplied by Licensor through walls, across ceilings, etc., as required. Licensor or its subcontractors will install all hardware provided under this agreement.

**SOFTWARE INSTALLATION:** Licensor or its subcontractors will install all software provided under this agreement.

**TRAINING:** Licensor will provide on-site training in the use of hardware and software provided under this agreement.

**FORCE MAJEURE:** The parties to this Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, power outages, loss or shortage of transportation facilities,

lock out or commandeering of materials, products, plans or facilities by the government when satisfactory evidence thereof is not due to the fault or neglect of the party not performing.

**ENTIRE AGREEMENT:** The Agreement, Software License Agreement(s), and Technical Support Service Terms and Conditions, Invitation to Bid 2011-002 as issued by the Licensee, identified herein as Exhibit A, and the proposal submitted to the Licensee by Licensor, identified herein as Exhibit B, contain all the terms and conditions of this transaction.

**WARRANTY:**

- A. Except as noted below, Licensor warrants that
  - (i) Licensor developed software furnished by Licensor constitutes an accurate manufacture of Licensor's software, and
  - (ii) Licensor will replace any Licensor developed software proven to be defective for a period of 90 days, provided that the Purchaser gives written notice of such defect to Licensor within 30 days of purchase.Technical support will be provided by telephone to assist with the repair of any defective software.
- B. The above warranties extend only to Purchaser and shall not be assigned or altered except in writing signed by an authorized representative of Licensor. The above warranties are contingent upon the proper use of the hardware and/or software, and do not apply to hardware and/or software on which the original identification marks have been removed or altered, and do not apply to defects or failures due to
  - (i) accident, neglect or misuse;
  - (ii) failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control;
  - (iii) the use of items not provided by Licensor;
  - (iv) unusual stress or Acts of God,
  - (v) any party other than Licensor modifying, adjusting, repairing, servicing or installing the hardware and/or software.
- C. All warranties in this Agreement apply only to Licensor developed software. Non-Licensor equipment and/or software is sold subject to the warranties and limitations of the manufacturer, and Licensor makes no representations as to whether those warranties or limitations will extend or apply to Purchaser. Licensor will provide a 90-day labor warranty on Licensor provided equipment and non-Licensor developed software. Licensor shall not be the agent of any other manufacturer, nor will Licensor warrant or assume liability for any items produced by other manufacturers.

**ACCEPTANCE:** Items shall be deemed accepted by Purchaser upon successful operation using Licensor's then standard procedures and diagnostic test programs, with verification of actual data usability.

**SUBSTITUTIONS AND MODIFICATIONS:** Licensor reserves the right to make substitutions and modifications in the design and/or specifications of items provided by Licensor, providing that such substitutions or modifications do not materially and adversely affect performance of the item.

**RETURN POLICY:** If Purchaser cancels an order or portion of an order, Licensor will accept a hardware or software product return only with prior advance authorization from Licensor. Upon receipt of the returned product(s) Licensor will credit the Purchaser the purchase price. It shall be the Purchaser's responsibility to pay for all return shipping fees to Licensor for the returned product(s). Licensor will not authorize any returns for products that have been opened and/or have damaged product seals. In light of this policy, it is the Purchaser's responsibility to validate the make and model number indicated on the package exterior before opening any hardware or software products.

**CANCELLATION:** If Purchaser cancels any order or if Licensor cancels any order due to (i) Purchaser's failure to comply with any of the terms and conditions of this Agreement or

(ii) Purchaser's failure to maintain credit, Purchaser agrees to reimburse Licensor for all costs incurred by Licensor as a result of the cancellation of the order. Any delay in scheduled delivery caused by Purchaser may be treated as a cancellation at Licensor's option.

**GENERAL:** Licensor shall have no obligation under an order placed under this Agreement until a written acceptance thereof is dispatched to Purchaser by a duly authorized agent of Licensor.

The terms and conditions of this Agreement shall prevail notwithstanding any variations or additions contained in any order or other document submitted by Purchaser and Licensor hereby rejects all variations and additions. NO MODIFICATION, TERMINATION, EXTENSION, RENEWAL OR WAIVER OF, NOR ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON LICENSEE UNLESS SPECIFICALLY SET FORTH IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LICENSEE.

This Agreement shall be governed by the laws of Connecticut. Purchaser shall neither assign any right nor delegate any obligation under this Agreement and any attempted assignment or delegation shall be void. Purchaser shall pay all costs and expenses, to the extent Licensor is successful in enforcing such rights.

IN ADDITION TO THE LISTED ITEM(S), ANY OTHER ITEM FURNISHED OR SERVICE PERFORMED BY LICENSOR FOR PURCHASER IN THE FURTHERANCE OF THIS AGREEMENT, ALTHOUGH NOT SPECIFICALLY IDENTIFIED HEREIN, SHALL NONETHELESS BE COVERED BY THIS AGREEMENT UNLESS SUCH ITEM OR SERVICE IS SPECIFICALLY COVERED BY A WRITTEN AGREEMENT EXECUTED BY PURCHASER AND AN AUTHORIZED AGENT OF LICENSOR.

This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior oral and written communications, proposals, agreements, representations, statements, negotiations and undertakings between the parties with respect to items ordered hereunder.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_th day of \_\_\_\_\_, 2010.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**The City of Bristol**

By: \_\_\_\_\_  
Mayor Arthur J. Ward

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**Licensors**

By: \_\_\_\_\_

This Contract was approved by vote of the City Council of Bristol, Connecticut on the 8th day of June, 2010.

\_\_\_\_\_  
City Clerk

Approved as to Form:  
Office of Corporation Counsel

By \_\_\_\_\_

dated \_\_\_\_\_ 2010

Approved as to Technical Content:  
Public Works Department

By \_\_\_\_\_

dated \_\_\_\_\_ 2010.

Approved as to Appropriation:  
Board of Finance, City of Bristol

By \_\_\_\_\_  
Richard Miecznikowski, Chair

dated \_\_\_\_\_ 2010.

State of Connecticut )  
 ) ss. Bristol  
County of Hartford )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010 before me, the undersigned officer, personally appeared **Arthur J. Ward**, who acknowledged himself to be the **Mayor** of the **City of Bristol**, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness Whereof, I have hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

State of Connecticut )  
 ) ss. Bristol  
County of Hartford )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010 before me, the undersigned officer, personally appeared **(name)** who acknowledged himself/herself to be (title) of **Licensor**, a corporation, and further acknowledged that said Corporation is incorporated in the State of Connecticut, and is now in good standing, and that he/she as such (title), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as (title).

In Witness Whereof, I have hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

MINUTES OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS

At a Special Meeting of the Board of Directors of \_\_\_\_\_

held at the office of \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address) (City) (State)

on \_\_\_\_\_, 20\_\_\_\_  
(day) (date)

the following business was transacted:

It was duly voted that \_\_\_\_\_  
(name)

\_\_\_\_\_, is hereby authorized on  
(title)

behalf of the Corporation to execute the Contract entitled

**CONTRACT 2011-002, TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

between \_\_\_\_\_ and

the City of Bristol.

The said \_\_\_\_\_ is hereby authorized to  
(name)

sign this Contract and all other documents on behalf of the Corporation necessary to effectuate said Contract. Any and all actions in said capacity shall be binding on the Corporation and its assets.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
Secretary

WAIVER OF NOTICE OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS

The undersigned, being all of the Board of Directors of \_\_\_\_\_  
hereby waive written notice of a Special Meeting of the Board of  
Directors to be held at the Office of \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL PROVISIONS

### 1. INSPECTION:

Inspectors representing the Engineer shall be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the City or release the Contractor from his obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

### 2. ENGINEER TO BE JUDGE OF WORK:

The Engineer shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

### 3. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specifications in general, the drawings shall be considered to supersede the written specifications.

4. LOCATION OF MAJOR COMPONENTS OF THE WORK:

Major components of the work will be located and staked substantially as indicated on the drawings but the right is reserved by the Engineer to make such modification in the location as may be found necessary. Payment for such variations or changes will be at the unit prices for like work listed in the Proposal.

5. LAYOUT OF THE WORK:

The Engineer will have the necessary base lines and control grades staked out as required for the satisfactory completion of the work under this Contract. The Contractor shall use all reasonable precautions to prevent such lines and grades from being disturbed. The cost of resetting any stakes required to be reset because of lack of such reasonable precaution by the Contractor, his men, his equipment or anyone indirectly connected with the job may be charged to the Contractor. The Contractor shall furnish a person or persons to assist in placing stakes, cutting of brush and such other assistance as may be called for by the Engineer. If, at any time, the Contractor has reason to believe the stakes are wrong, the Contractor shall notify the Engineer. Any work put in that is obviously wrong shall be removed and corrected at the Contractor's expense. The Contractor shall layout his work from the base lines and control grades set by the Engineer. The Contractor shall give all necessary assistance to the inspector in checking the line and grade of the work.

6. SUBMITTALS:

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Engineer, all of which shall be subject to the approval of the Engineer.

7. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the

case of discrepancies between the drawings and the written specification in general, the drawings shall be considered to supersede the written specifications.

8. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED:

The general features of said work are shown on the Contract drawings on file in the office of the Engineer and the Engineer will furnish the Contractor with such additional plans as may be necessary to show the details of construction which are to be considered as illustrating the requirements set forth in the Contract and Specifications and are to be followed by the Contractor in carrying out the work done thereunder. When requested by the Engineer, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Engineer.

9. CHANGES AND EXTRA WORK:

The Engineer shall have the power and without notice, or approval of Surety, to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Engineer may order in writing any extra work which may be deemed necessary in connection with the work. The Engineer may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Engineer and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- (a) Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- (b) Actual cost for material used on job.

(c) Power operated equipment as set forth in the equipment schedule applying to like jobs.

If equipment rental rates are agreed to, no percentage shall be added to these amounts.

Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

10. CLAIM BY CONTRACTOR FOR EXTRA WORK:

Should the Contractor feel he has an extra payment due him for extra work performed or materials furnished or damages sustained in connection with any unit of the work, he shall present his claim in writing to the Engineer within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Engineer will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Engineer. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

11. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED:

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Engineer.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

12. PROGRESS SCHEDULE:

The Engineer will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. The City of Bristol reserves

the right to withhold periodic payments pending the submission of an updated schedule.

13. WORK AND MATERIALS TO BE OF BEST QUALITY:

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Engineer will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Engineer with copies of delivery slips showing weights and/or volume of materials delivered, if so requested. If requested by the Engineer, the Contractor shall furnish test reports, mill certificates and/or samples for testing by the Engineer.

14. DEFECTIVE WORK:

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. This shall cover any material furnished by the City which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

15. WORKERS, SUPERVISION, AND MAINTENANCE:

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Engineer shall inform him that any man on the work is in his opinion incompetent or unfaithful, he shall discharge him from the work and shall not again employ him for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.

The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders

in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the City must make arrangements satisfactory to the Engineer for emergency repair work or protection that may be necessary during periods of shutdown of the work. If this is not done, the Engineer will make arrangements and any cost will be deducted from monies due the Contractor.

16. COMPLIANCE WITH LAW:

The Contractor shall keep himself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify the City of Bristol, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

17. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the City. Neither shall he nor his men remove anything from any private land without proper written authority. In general, the Contractor shall park his equipment and store his material on the City property or if approved, within the public street or on the City right of way.

18. FIRE HYDRANTS:

No material or other obstructions shall be placed within fifteen (15') feet of any fire hydrant which must at all times be readily accessible to the Fire Department. No hydrant shall be opened at any time without permission of the Fire Department.

19. CONVENIENCE OF PUBLIC:

One-way traffic on all streets shall be maintained at all times, except as otherwise approved by the local traffic authority, then detours must be provided. Closing of streets and detours must be approved by the Director of Public Works, the Police Chief and the Fire Chief through the Engineer. Plans identifying signing, detour routes, etc. must be

submitted to the Engineer for approval by the City. The Contractor shall provide all signs, barricades, flashers, batteries, etc. as required by the City; the cost of which is considered included in the Traffic items of the Bid Proposal. During the progress of the work the convenience of the public and of the residents along the street must be provided for as far as possible. No Public Street, or sidewalk, or private driveway shall be blocked after completion of the day's work except due to unavoidable circumstances or as authorized by the Engineer.

20. WATER:

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

21. DRINKING WATER AND SANITARY CONVENIENCES:

Drinking water shall be provided from an approved source, kept safe and fresh and served in simple service paper cups. Sanitary conveniences shall be provided for workmen on the project in strict accordance with the health regulations of the City.

22. OBLIGATION AND LIABILITY OF CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. He shall complete the work to the satisfaction of the Engineer and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by him directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, the City, and shall indemnify, save harmless and insure the City, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Engineer, work is not properly lighted, barricaded and in all respects safe, both in respect to the work completed or to public travel or for the workmen and/or adjacent property, public or private, and

circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Engineer may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due him. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Engineer secured. These shall be properly lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Engineer or his agent, does not comply with the above, the City may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

23. SUBLETTING OR ASSIGNMENT:

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve him or the bonding company of liabilities and obligations to the City. There is no contractual

relationship between any subcontractor and the City. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the Mayor. Disposal must be for a cause only.

24. WORK AREA:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or City or private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the City, or residents caused by the Contractor in the prosecution of the work.

The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the full satisfaction of the Engineer. Access to the work on easements or right-of-ways shall be from the City street directly to the work site; no access will be allowed from private property.

During the work, the Contractor shall not deposit material in such a manner so as to block or interfere with normal traffic and/or vehicles within the travelway. The Contractor shall erect adequate barricades as required to protect vehicles and/or pedestrians from the work area.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain all constructed surfaces (street, driveway, sidewalk, etc.). Settlements shall be repaired to the full satisfaction of the Engineer at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus construction materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site

shall be left in a clean condition meeting the full satisfaction of the Engineer.

25. PROGRESS AND FORFEITURE OF CONTRACT:

If at any time the Engineer shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Engineer insure the satisfactory completion of the work, the Engineer may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials after receiving such notice. The Engineer shall notify the Contract Surety, in writing, of his action and the reason(s) for such action. The Engineer shall report his actions to the City together with the reason(s) for such actions.

The City shall take such action as it deems necessary to complete the work under the Contract to the City's satisfaction. The City may rescind the Engineer's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify or the City may inform the Contract Surety of it's (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the City complete it. If the City completes the work, it shall thereupon have the power to direct the Engineer to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise. to the Contract and the expense so charged shall be deducted and paid by the City out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the City.

26. STREET AND PRIVATE PROPERTY TO BE LEFT CLEAN, MAINTENANCE OF ROAD SURFACES:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or City or Private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the City or residents along the street caused by the Contractor in the prosecution of the work. The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the satisfaction of the Engineer. Access to the work on easement or right of way shall be from a City street directly to the work site; no access will be allowed from private property.

During the construction, the Contractor shall not deposit excavated material within the travelway in such a manner so as to block or interfere with the flow of traffic within the travelway. Such excess material shall be trucked to a suitable stockpile or disposal site. The Contractor shall erect such barricades as may be necessary to prevent vehicles from driving over any area, public or private, outside the travelway of the street.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain the street surface. Settled trenches shall be filled and potholes patched with suitable bituminous paving material as a part of the several bid prices for items of the Contract. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

27. EXCAVATION, BACKFILL AND SURFACING:

The term excavation used in the specifications shall mean the removal to line and grade and the satisfactory disposal of all materials encountered and the removal of all obstructions necessary to the preparation of the subgrade of all proposed improvements. All surplus excavated material not re-used in the work shall be the property of the City of Bristol. The Contractor shall be responsible for hauling such material a one-way maximum distance of five (5) miles to a location determined by the Owner. Any surplus excavated material

rejected by the City shall be legally disposed of off the site by the Contractor. This shall not be considered as an extra but shall be included in the overall bid.

28. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES:

The City may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Engineer computes such delay has influenced the completion by the Contractor. The Engineer shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the City, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Engineer who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

29. UTILITIES AND PIPES ENCOUNTERED:

The location of existing structures and pipes if shown on the drawings are in accordance with the best available information in the City's possession. The completeness and accuracy of said information is not guaranteed and the Contractor shall have no grounds for additional compensation because of their variation or encountering pipes and structures not shown on the drawings.

No borings have been made unless noted on the plans and the City presents no information concerning soil, groundwater or rock and because of encountered conditions other than shown on the drawings, the Contractor shall have no grounds to claim additional expense due to lack of such information.

If pipes or appurtenances of the City are encountered, which in the judgment of the Engineer must be moved, then that work shall be done as an extra work order. This extra compensation does not apply to pipes or appurtenances of a utility, which the utility itself moves. If conditions call for relocation; unit prices govern for that work, if applicable, otherwise it shall be under extra work order.

The Contractor shall contact "Call Before You Dig" to have all utilities locate and mark their pipes and structures prior to his beginning work.

No extra will be allowed or paid for except as hereinbefore stated for "Extra Work".

30. STORAGE OF MATERIALS AND EQUIPMENT:

The Contractor shall make arrangements to store his material, vehicles, equipment, etc.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travelway in such a manner so as to block or interfere with the flow of traffic within the travelway.

31. GUARANTEES:

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the Contract. Said one (1) year period shall begin on the date of payment of the semi-final estimate by the City.

Should the Contractor, during the guarantee period upon notification by the Engineer in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Engineer, action may be taken by the Engineer to have the repairs made either by using the City's own men and equipment, by force account or cost plus method, or by contract between the City and a contractor selected by the City. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor or the City may call upon the bond Surety to pay said extra cost.

32. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES:

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety to indemnify and save harmless the City from all suits or actions of any name or description, brought against them or the City for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

33. PARTIAL PAYMENT ESTIMATES:

Within three (3) days after the end of a month in which substantial work has been performed, the Engineer will prepare an estimate of the work performed to date and the amount of monies due the Contractor for said work. The Engineer shall utilize all available job records in preparing said estimate including requests for payment by the Contractor. The payment estimate shall be the total number of units of work completed in acceptable manner at the unit price (or % of the lump sum price) stated in the Proposal. Extra work will be computed and paid as stated on the Extra Work Order accepted by the Contractor and approved by the City. The payment estimate shall be submitted to the Contractor and he shall indicate his acceptance by signing said payment estimate. The payment to the Contractor shall be in the amount of 95% of the estimated amount due, minus previous payments and minus any monies retained by the City for purposes hereinbefore specified. Payments shall be made to the Contractor as soon as disbursement policies of the City allow, generally within 30 days of approval of the payment.

The amount retained shall be held by the City until final completion of the work. Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Engineer, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work, materials used or furnished until final completion of the entire work contemplated under the Contract.

34. SEMI-FINAL PAYMENT ESTIMATE:

Upon completion of all work under this Contract in acceptable manner, the Engineer will certify to the Contractor in writing completion of the work in conformance with the plans and specifications. The Engineer will then prepare "as built" quantities as measured during and/or upon completion of the work. The semi-final payment shall be in the amount of 95% of the final payment due, minus previous payments and minus any monies retained by the City as hereinbefore specified under "Partial Payments" above. The 5% retained shall be withheld by the City for a period of one (1) year following payment of the semi-final payment estimate.

The Performance Bond and Labor and Material Payment Bond shall not be released until final payment and final acceptance of the entire work is made as a guarantee against claims and suits that may be entered against the City for actions or negligence of the Contractor in the performance of the work. The 5% is retained to guarantee the repairs that may be ordered by the Engineer for defective materials or workmanship during the one (1) year maintenance period. The City reserves the right to retain in excess of the 5% should it deem additional guarantee necessary for legal claims against the City resulting from actions under this Contract.

35. FINAL PAYMENT:

At the end of the one (1) year guarantee period, the Engineer shall inspect the work and shall notify the Contractor of any defects not previously rectified. When the whole work is confirmed to be fully complete in conformance with the plans and specifications with no defects, the Engineer shall prepare a final payment, which payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for uncorrected deficiencies, or Payments of claims or damages to others paid by the City resulting from actions under this Contract. The final payment will not be made until the City is satisfied that said City, its agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full.

The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the City from any claims by him under the Contract. Said final payment will be made to the Contractor as soon thereafter as the disbursement policies of the City permit. The final

payment to the Contractor will constitute final acceptance of the entire work by the City of Bristol.

A draft final release form is enclosed on the next page.



## SPECIAL PROVISIONS

The Requirements of Special Provisions shall supercede all other contract provisions, General & Technical Specifications.

No separate payment for Special Provisions shall be made unless otherwise noted. All costs associated with implementing or completing the Special Provisions shall be incorporated into payment items in this contract.

### MAINTENANCE AND PROTECTION OF TRAFFIC:

Installation of the exterior readers may necessitate working within proximity of the traffic flow for the Transfer Station. The Contractor is encouraged to coordinate installation of the exterior portions of the system with the scale contractor to avoid the need to impact traffic.

Transfer Station hours are from 7:15 a.m. to 2:45 p.m. Monday through Friday and Saturdays from 7:30 a.m. to 1:00 p.m. During these times a working scale shall be accessible to the residential and commercial traffic accessing the site.

The access road and area around the scale may be restricted during the installation period however must remain open for traffic over the operating scales during normal Transfer Station hours. The road must be made passable as soon as possible.

All adjustments to traffic operations are to be coordinated with the Transfer Station supervisors and the Engineering Department. The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the Engineering Department at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all Regulatory Agencies.

CONSTRUCTION LAYOUT:

Construction layout shall be the responsibility of the Contractor. The City of Bristol Department of Public Works will provide no Construction Layout services for this contract.

CONTRACTOR SITE VISIT:

Prior to bidding the Contractor shall visit the site and confirm existing field conditions. The Contractor shall complete the "Contractor Site Verification Form" and submit it with his base bid. The purpose of the site visit is for understanding of the traffic for the site. The drawings included in the bid indicate the proposed traffic flow and facilities locations once the new scales are installed. There will be no work included in this bid from the drawings.

WORK SCHEDULE/PROJECT PHASING

The proposed access system will be coordinated with the installation of the scale house and other site work for the proposed scale installation.

The proposed scales are proposed to be installed in three phases. The first phase is the installation of the southern scale while the existing scale is in operation. Once the first scale is installed, temporary controls are installed, ramps are installed, and the scale is calibrated, traffic will be shifted from the existing scale to the newly installed scale. The second phase is the removal of the existing pit scale and scale house and installation of a second new scale and scale house. The third phase is the final site work required to redirect traffic and restore the site. During and after the third phase is the suggested installation time for the access management system.

Concurrent work between the Scale Contractor, the City of Bristol and the access management contractor will be encouraged to facilitate construction.

The Contractor shall call the City Engineer at (860) 584-6297 prior to the start of any work associated with this Contract. The Contractor shall submit to the City Engineering Department a detailed construction schedule prior to the start of any work.

No work will be performed at night or on Sundays or legal holidays except in case of emergency and only to the extent necessary to make the work safe.

Transfer Station hours are from 7:15 a.m. to 2:45 p.m. Monday through Friday and Saturdays from 7:30 a.m. to 1:00 p.m. During these times a working scale shall be accessible to the residential and commercial traffic accessing the site. Except in the case of an emergency, work will not be allowed on Saturdays due to the volume of traffic at the site.

The normal work day for work at the Transfer Station shall be considered as any eight (8) hour period falling between 7:15 A.M. and 2:45 P.M., Monday through Friday. Special clearance will be required for work outside these times.

The normal work day for installation at City Hall shall be considered as any eight (8) hour period falling between 8:30 A.M. and 5:00 P.M., Monday through Friday. Special clearance will be required for work outside these times.

All work under the Contract is to be completed within **one hundred twenty (120) calendar days** from the date of the issuance of the Purchase Order. Once scale site work has begun, both scales are required to be operational and certified within **forty five (45) calendar days**. Liquidated damages of **Two Hundred (\$200.00) Dollars** shall be paid by the Contractor to the City for each and every calendar day after the completion date hereinbefore specified. All or a portion of the liquidated damages may be abated for cause by agreement between the City and the Contractor. Liquidated damages will be deducted from monies due the Contractor before final payment.

**SITE PREPARATION, CLEANUP & MISCELLANEOUS WORK:**

Work under this item shall consist of, but not be limited to, all labor, material, equipment, tools required for clean-up and restoration; mobilization and demobilization; material testing; Disposal of surplus materials; etc.; and all other work necessary to complete this Contract; as ordered by the Engineer.

Any items which are to be removed, stored, relocated, and/or replaced which are damaged by the contractor shall be replaced by the Contractor at no cost to the City.

Upon completion of the work under this contract, the entire work area shall be cleared of all construction debris and shall be restored to as near to the original condition as possible.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost

of this work should be included in the unit prices for payment items in this contract.

SHOP DRAWINGS:

Shop drawings shall be submitted for all materials to be utilized on the project. All shop drawings shall be provided at least two weeks prior to the start of work. Please allow 3 to 5 business days for approval once received by the City Engineering Department.

**MEASUREMENT AND PAYMENT**

As per the City of Bristol General Provisions portion of these specifications, five (5%) percent retainage of the contract is held for a one year period after final acceptance/implementation. Final payments will be based on the General Provisions portion of these specifications and as outlined in the items below.

**RFID Access Management Software System:**

Payment for this item will be at the Contract Lump Sum price for "**RFID Access Management Software System**" in accordance with the specifications and shall include all software licenses, labor, materials, equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; software systems, the first year of hardware and software support from the date of installation until December 31, 2011 at which time the maintenance agreement outlined below will become effective, upgrades, and maintenance, permitting, wiring, programming, hardware, software, testing and conformance (including state certification, if applicable); etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

Payment disbursements shall be done as per the City of Bristol standard payment schedules but only after major milestones as outlined below:

Installation of the software system .....	75%
Legal for trade certification received by the State of Connecticut (prior to December 1, 2010) .....	85%
City wide implementation of the system (anticipated to be January 1, 2011), or one calendar month after final implementation .....	100%

The City anticipates fully implementing the system at the time of normal City Transfer Station pass permit re-authorization on January 1, 2011 and will begin distributing the RFID cards on December 1, 2010.

**Software System Maintenance Contract:**

Payment for this item will be at the per year price for "**Software System Maintenance Contract**" in accordance with the specifications and shall include, on a per calendar year basis (January 1 to December 31), all software licenses, labor, materials, equipment, labor,

materials, tools, and work which is necessary for a complete job, including but not limited to; hardware and software system support for the entire RFID system, the first year of hardware and software support from the date of installation until December 31, 2011 at which time the maintenance agreement outlined below will become effective, upgrades, and maintenance, hardware and software repairs, programming, hardware, software, testing and conformance including state certification; etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

Payment disbursements for the 5 years of maintenance contract shall be done six months after full system implementation (anticipated January 1, 2011), or July 1, 2011 which ever is later. Five (5%) percent retainage will be held as per the General Provisions section of this contract. Release of retainage is anticipated around January 1, 2012.

**RFID Building Mounted Vehicle Reader Systems:**

Payment for this item will be at the Contract Lump Sum price for "**RFID Building Mounted Vehicle Reader Systems**" in accordance with the specifications and shall include all software licenses, labor, materials, equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; exterior reader on the inbound scale and the outbound scale, permitting, wiring, conduit pipe, programming, hardware, software, testing and conformance including state certification; the first year of hardware and software support from the date of installation until December 31, 2011 at which time the maintenance agreement outlined above will become effective, upgrades, and maintenance, etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

Payment disbursements shall be done monthly as per the City of Bristol standard payment schedules but only after major milestones as outlined below:

Installation of the RFID reader system .....	80%
Legal for trade certification received by the State of Connecticut .....	90%
City wide implementation of the system (anticipated to be January 1, 2011), or one calendar month after final implementation .....	100%

The City anticipates fully implementing the system at the time of normal City Transfer Station pass permit re-authorization on January 1, 2011 and will begin distributing the RFID cards on December 1, 2010.

**RFID Building Mounted Vehicle Reader Systems:**

Payment for this item will be at the Contract Lump Sum price for "**RFID Building Mounted Vehicle Reader Systems**" in accordance with the specifications and shall include all software licenses, labor, materials, equipment, labor, materials, tools, and work which is necessary for a complete job, including but not limited to; handheld readers, connection to the computers at the scale house and the Public Works Office, permitting, wiring, programming, hardware connections, reader software, testing and conformance including state certification; the first year of hardware and software support from the date of installation until December 31, 2011 at which time the maintenance agreement outlined below will become effective, upgrades, and maintenance, etc.; and other operations, work, and/or materials necessary to complete the work under this Contract as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

Payment disbursements shall be done monthly as per the City of Bristol standard payment schedules but only after major milestones as outlined below:

Installation of the RFID reader system .....	80%
Legal for trade certification received by the State of Connecticut .....	90%
City wide implementation of the system (anticipated to be January 1, 2011), or one calendar month after final implementation .....	100%

The City anticipates fully implementing the system at the time of normal City Transfer Station pass permit re-authorization on January 1, 2011 and will begin distributing the RFID cards on December 1, 2010.

**Staff Training Sessions:**

The staff training sessions to be paid for will be the actual number of training sessions given. One session is to be held at the Transfer Station Scale House to train the operator's and supervisors on the operation of the system. The second training session will be held at the Public Works Office to train the Operations Staff on how the new system registration system works and on how to read the tags for

disbursement to the public. Anticipate training 5 to 8 employees per session.

Payment for this item will be at the Contract Unit Price stated in the Proposal per each for **"Staff Training Sessions"**, ordered by the Engineer; and shall be full compensation for furnishing all labor, equipment, materials, delivery, employee training, and incidentals thereto necessary for completing this work in accordance with the Contract Plans and Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

**RFID WINDSHIELD TAGS:**

The quantity of RFID windshield tags to be paid for will be the actual number of transmitter tags ordered by the Engineer delivered the Department of Public Works Office at 111 North Main Street.

Payment for this item will be at the Contract Unit Price stated in the Proposal per each for **"RFID Windshield Tags"**, ordered by the Engineer; and shall be full compensation for furnishing all labor, equipment, materials, delivery, employee training, and incidentals thereto necessary for completing this work in accordance with the Contract Plans and Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

**RFID LICENSE PLATE TAGS:**

The quantity of RFID License Plate tags to be paid for will be the actual number of transmitter tags ordered by the Engineer delivered the Department of Public Works Office at 111 North Main Street.

Payment for this item will be at the Contract Unit Price stated in the Proposal per each for **"RFID License Plate Tags"**, ordered by the Engineer; and shall be full compensation for furnishing all labor, equipment, materials, delivery, employee training, and incidentals thereto necessary for completing this work in accordance with the Contract Plans and Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

City of Bristol, Connecticut

**Contract #2011-002 TRANSFER STATION ACCESS MANAGEMENT SYSTEM**

Pre-Bid Meeting Agenda  
Public Works Conference Room  
**10:30 am July 13, 2010**

**Project:** Installation of Access Management System at the Lake Avenue Transfer Station.

**Location:** 685 Lake Avenue, Bristol CT

**Owner:** City of Bristol

**CORRESPONDANCE:**

- A. **City of Bristol:** Phone: (860) 584-6125  
Department of Public Works Fax: (860) 584-3838 or 3827  
111 North Main Street  
Bristol, CT 06010  
Purchasing: Roger D. Rousseau Phone: (860) 584-6195  
Purchasing Agent [RogerRousseau@ci.bristol.ct.us](mailto:RogerRousseau@ci.bristol.ct.us)  
Engineers: Raymond A. Rogozinski, PE Phone: (860) 584-6113  
Assistant City Engineer  
[RaymondRogozinski@ci.bristol.ct.us](mailto:RaymondRogozinski@ci.bristol.ct.us)  
Mark Austin, PE Phone: (860) 584-6111  
Environmental Engineer, [MarkAustin@ci.bristol.ct.us](mailto:MarkAustin@ci.bristol.ct.us)

**WORK OVERVIEW:**

- A. General Conditions:  
1. Existing conditions  
2. Inspection - by City of Bristol  
3. Open working facility
- B. Site Access/Traffic:  
1. Normal Working Hours 7:15 a.m. to 2:45 p.m.
- C. Construction Schedule Coordination:  
2. Multiple phase construction  
3. Coordination mandatory
- D. Utilities:
- E. Questions:

