

INVITATION TO BID

The Town of Wethersfield is accepting bids on the following:

DETECTABLE SIDEWALK PANELS

All bids must be submitted on forms and in accordance with specifications supplied by the Town of Wethersfield, Purchasing Office, 505 Silas Deane Highway, Wethersfield, CT 06109.

Bids will be received until **10:30 a.m., September 2, 2010** and opened and read publicly at that time.

TOWN OF WETHERSFIELD, CONNECTICUT 06109

DETECTABLE SIDEWALK PANELS

INTENT

The intent of these specifications is to obtain a contractor for furnishing and installation of detectable sidewalk panels at various locations throughout the Town of Wethersfield. The nature of the repairs will be demolition and removal of existing sidewalk slabs and replacement with new sidewalk slab construction with detectable panels. All work done under these specifications is to be accomplished in accordance with the Town of Wethersfield's Specifications for Concrete Sidewalks, Curbs and Driveways, attached, or Form 814 Standard Specifications for Roads, Bridges, and Incidental Construction dated 1988, as amended plus any supplemental specifications thereto of the latest date (if a conflict exists with the attached Town specifications, the Town specifications shall govern).

The Contractor must be prepared to start work within the specified time and have adequate labor, materials, and equipment available to dedicate to this project to insure completion within the specified time period.

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

I. GENERAL PROVISIONS1. Place of Bid Opening

Town Hall, Finance Department, second floor, 505 Silas Deane Highway, Wethersfield, Connecticut

2. Time of Bid Opening

September 2, 2010 at 10:30 a.m. Bids may be withdrawn 90 days after bid opening, if no award has been made.

3. Bid Return Envelope

Please use the envelope provided with this bid or clearly mark your envelope with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. The following forms shall be submitted:

- A. Bid Form: (page C-1 and C-2)
- B. Fair Employment Practice Qualifications for Bidders
- C. Bid Bond or Certified Check as Bid Security
- D. Affidavit for Local Preference (Appendix III, if applicable)
- E. Non-collusive Affidavit

4. Basis of Award

This contract shall be awarded to the lowest qualified Bidder. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame, and history of performance on previous projects.

5. Notice of Award

Notice of acceptance of a bid will be given to the successful bidder by Owner by mail to bidder's address stated in Bid. If, within seven (7) calendar days immediately after receipt of Notice of Acceptance of Bid, the successful bidder shall fail or refuse to deliver a Bond properly executed, Bidder's Bid and Acceptance, at option of Owner, shall become null and void. He shall forfeit to Owner, as liquidated damages for such failure or refusal, the Bid Bond or certified check accompanying this Bid, and Owner may proceed to accept another of the Bids. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. Work shall be started and completed within times which Contractor has stated in schedule of prices. The Contractor agrees to begin work within ten (10) days of the date on which he receives a written notice from the Town to proceed and he shall complete the project within the stipulated contract time.

6. Award of Contract

Owner reserves the right to reject any and all Bids, for any reason Owner deems advisable, and to award Contract or Contracts to any of Contractors bidding on work regardless of amount of Bid. It is intended that Contract or Contracts will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing skill and ability to perform the work, provided the times stated by Bidders in schedule of prices in proposals for starting and completing work are deemed advantageous to Owner's interest.

7. No Bid

Failure to return a bid will result in the removal of your firm's name from the Bid List "No Bids" and responsive bids will result in your firm's retention on the Bid List.

8. Bid Security

A bid bond or certified check in the amount of 5% of bid is required to be submitted with the Bid. Bid Security will be returned to all except the successful bidder upon award.

9. Performance/Labor & Material Bond

The successful bidder shall at time of award of contract submit acceptable performance and labor and material bonds, each in an amount equal to 100% of amount bid. These bonds will be released upon expiration of the guarantee period which is one year after the date of written acceptance of work.

10. Scope of Work Change

Owner reserves the right to change the scope of the project for any reason before or after the bid is awarded without penalty to the Owner. The Owner reserves the right to reduce or increase any or all quantities shown on the Bid Form or eliminate items of work entirely as may be in the best interest of the Town, and without penalty.

11. Substitution for Named Brands

Should brand name items appear in this bid, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval of the Town Engineer.

12. Price, Discounts, Payment

Prices bid shall not include any taxes, Local, State or Federal, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts which will be considered in making the award.

It is the practice of the Town to pay valid invoices within 30 days after receipt.

13. Time of Completion

The length of time to complete the project will be sixty (60) calendar days from date of written notice to proceed.

14. Delays

Delays for completion of work shall only be authorized by the Town Engineer.

All delays authorized by the Town Engineer shall be in writing. Delays due to the contractor's inability to complete the work for reasons other than weather, shall not be considered as authorized.

15. Prevailing Wage Scale

This project does not impose the requirements of the Davis Bacon Act.

16. Liquidated Damages

Sum of fifty (\$50.00) dollars is agreed upon as liquidated damages, and shall be paid by Contractor to Town for each and every calendar day in which this Contract is not completed after time stipulated for such completion, and prices shall be fixed with regard to this provision.

17. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations thereunder, without written consent of the Town.

18. Acceptance of Subcontractor

Submission of name of Subcontractor in Proposal shall be deemed to constitute an acceptance by Contractor, if awarded Contract, of Bid of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of Town.

19. Basis of Pavement

Payment for this work will be on unit prices bid times actual quantity of work completed and accepted except as noted herein and shall include all equipment, materials, labor, and tools incidental to the completion of this work.

20. Method of Measurement

The work required will be measured for separate payment.

21. Payments for Extra Work

Written notice of claims for payments for extra work shall be given by Contractor within ten (10) days after receipt of instructions from Owner as approved by Engineer to proceed with extra work and also before any work is commenced except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractors itemized estimate sheet showing all labor and material shall be submitted to Engineer. Owner order for extra work shall specify any extension of contract time and one of the following methods of payment;

- A. Unit prices or combination of unit prices which formed basis of original contract.
- B. A lump sum based on Contractor's estimate accepted by Owner and approved by the Engineer.
- C. Actual cost plus 15% for overhead and profit.

22. Payment Requests, Retainage and Guarantee Period

Contractor may submit a request for payment once each month for work done and materials delivered and installed on site at the completion of each individual project. Each request for payment shall be computed from work completed on all items listed in detailed breakdown of contract amount, less 5% to be retained until expiration of the guarantee period which is one year from the date of written acceptance of **all work**.

23. Insurance and Indemnification

The contractor shall procure and maintain at its own expense, the insurance listed in the attached Appendix. (See Appendix I for a more detailed explanation of the Town's Insurance and Indemnification requirements).

Note: Insurance Certificates in accordance with the requirements contained herein must be submitted to the Town prior to the issuance of a Purchase Order.

24. Local Bidder Preference

See Appendix II for Town Ordinance and Appendix III (only if applicable) for Local Bidder Affidavit Form.

25. Non-collusive Affidavit

See attached required Non-collusive Affidavit of Proposer form.

26. 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. All bidders must fill out the "Fair Employment Practices for Qualifications of Bidders" form that follows. Findings of non-compliance, with applicable State and Federal equal opportunity laws and regulations could be sufficient reasons for revocation or cancellation of this contract.

III. ADDITIONAL REQUIREMENTS

1. Questions Relating to Specifications

Any request from prospective bidders for interpretation of meaning of contract drawings, specifications or other contract documents shall be made in writing to Engineer, Town of Wethersfield, Town Hall, 505 Silas Deane Highway, Wethersfield, Connecticut. Requests must be received at least seven (7) days prior to date fixed for opening of Proposals to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Proposals, Addenda will be mailed to all persons who obtained Contract Documents. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Proposal as submitted.

2. Site Examination

Examination of Contract Documents: At date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of and has read and become thoroughly familiar with Bid Documents including Drawings, Specifications and Addenda.

3. Inspection of Work

All materials and each part of detail of work shall be subject at all times to inspection by Engineer, and Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent

execution of contract. Material furnished under these specifications is subject to such inspection. Engineer shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

4. Disposal of Materials

The Contractor shall be responsible for removal and proper disposal of all excess material.

5. Traffic Control

All traffic control procedures, signs, barriers, drums cones, flagmen and uniformed directors, shall be approved by the Town of Wethersfield Police Division and shall meet the requirements of the "Manual on Uniform Traffic Control Devices", 1988 Edition. All traffic control devices shall be supplied, installed and maintained by the contractor. During construction work, any hazards left overnight shall be identified with lighted barricades. There will be no direct payment for this work but the costs shall be included in the unit prices Bid for the various items of work.

6. Provisions for Travel and Prosecution of Work

The work shall be constructed to allow for passage of one lane of through traffic at all times. Hours of operation are limited to 7:30 a.m. to 4:00 p.m. Upon completion of each day's work, the road shall be open to two-way traffic.

7. Safety

All work done and equipment installed shall comply with all pertinent OSHA, Federal, State, and Local Regulations.

The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area.

The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the town.

NOTE: If, at any time, the Town of Wethersfield must install or provide labor, equipment, or materials, in order to eliminate a safety hazard due to activity related to this contract, the Contractor shall be billed by the Town for such services. **See also Traffic Control.**

8. Utilities

The Contractor shall contact the respective utility companies including "CALL BEFORE YOU DIG" and must be especially careful not to disturb or break existing manholes, catch basins, valve boxes, castings, utilities or services. The Contractor is solely responsible for any monetary charges made by the Utility Company for repair or replacement of damaged utilities, castings, or for any damage to his own equipment.

9. Permits

All Permits and Licenses necessary for prosecution of work including general excavation permits shall be secured by Contractor. However, the Town shall waive the fees associated with permits and licenses for this project. The Town has sought and received a State DOT encroachment permit for the contemplated work, as depicted on State routes.

10. Contract of Funds

Money for this contract will be provided through the General Fund FY 10/11 Budget as authorized by the Wethersfield Town Council. Should funds prove insufficient, alternate funding sources or reductions in project scope will be implemented by the Town.

11. Construction Scheduling

A schedule of construction operations shall be submitted to the Town of Wethersfield for approval and shall include a flow chart of major work items and approximate lengths of time related to work items.

12. Mailboxes/Signs

The Contractor will be responsible for removal, storage, and reinstallation of all signs, mail boxes, fences, and newspaper boxes, road signs, stone walks and the like. There will be no direct payment for this work but the cost shall be included in the prices bid for the various items of work.

13. Tree: Protection- Appendix IV
Contractor shall be solely responsible for care and protection of trees within work area vicinity. Procedures shall be in accordance with Appendix IV attached. Unless denoted on the Bid Form, there will be no direct payment for this work but the cost shall be included in the unit prices bid for the various items of work.
14. Dust Control
The Contractor shall be responsible for means and methods of dust control including use of water, calcium chloride and Regular Street sweeping at such times as directed by the Engineer. There will be no direct payment for this work but the cost shall be included in the unit price bid for the various items of work.
15. Noise Control/Hours of Operation – Appendix V
The Contractor shall operate under provisions in Appendix V, the Town Ordinance for Noise Control.
16. Town Specifications for Sidewalks, Curbs, and Driveways
See Appendix VI
17. Technical Specifications for Cast in Place Detectable Inserts
See Appendix VII
18. Drawings
The attached drawings consisting of three sheets entitled “Silas Deane Highway- pedestrian Ramp Improvements” prepared by the Wethersfield Engineering Division, dated July 2010, consisting of 3 sheets are included as part of these documents.

TOWN OF WETHERSFIELD, CONNECTICUT 06109

DETECTABLE SIDEWALK PANELS- CONTRACT 2

Opening: - September 2, 2010, 10:30 a.m.

Purchasing Office
Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

In accordance with the Town's Specifications the undersigned agrees to supply the following:

Table with 3 columns: Item Description, ENGINEER'S ESTIMATE OF QUANTITIES, and COMPUTED \$ TOTALS. It lists three types of ADA detectable inserts (A, B, and C) with their respective quantities (8, 11, and 3 each).

TOTAL AMOUNT OF BID \$ _____

TERMS: _____

Work to start _____ days after receipt of a Purchase Order and take _____ days.

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

Signature

Witness

Printed Name & Title of Signer

Date

Company Name

Phone

Address

Fax

Town/City State Zip

FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS
TOWN OF WETHERSFIELD, CONNECTICUT

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

SECTION PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

A NAME OF FIRM _____
ADDRESS _____
TELEPHONE NUMBER _____
NATURE OF BUSINESS _____
NUMBER OF FULL TIME EMPLOYEES _____
PERSON FILLING OUT FORM _____
TITLE _____

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES ___ NO ___

B IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES ___ NO ___

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES ___ NO ___

C IF YES, PLEASE ATTACH COPY

IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES ___ NO ___

SECTION DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS
D ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY
CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB
APPLICANTS AND REVIEWING JOB-TESTING PROCECURES TO ENSURE THAT NO
DISCRIMINATORY BIASES EXIST.

SECTION PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME
E EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS
USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

EMPLOYMENT STATUS AS OF _____

MALE						FEMALE					
NON-MINORITY	BLACK	**SSA	ASIAN	AM.INDIAN	TOTAL MALE	NON-MINORITY	BLACK	**SSA	ASIAN	AM.INDIAN	TOTAL FEMALE

OFFICIALS & MANAGERS											
PROFESSIONALS											
TECHNICIANS											
SALES											
OFFICE & CLERICAL											
CRAFTSMEN SKILLED											
OPERATORS (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											

**SSA SPANISH SURNAMED AMERICA

SECTION NAME OF OFFICER OF FIRM _____

F SIGNATURE OF OFFICER _____

DATE _____

**TOWN OF WETHERSFIELD
Department of Finance**

NON COLLUSIVE AFFIDAVIT OF PROPOSER

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

Legal Name of Proposer/Firm

Business Address

Signature and Title

Date

Printed Name of Title Person

Subscribed and sworn to me this ____ day of _____, 20____.

Notary Public
My Commission Expires

APPENDIX I

TOWN OF WETHERSFIELD

INSURANCE AND INDEMNITY REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
 - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
 - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
 - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable

costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:

a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.
 - b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
 - c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
 - d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
 - e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
 7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

Other Conditions

Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.

3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

APPENDIX II

ORDINANCE PROVIDING FOR LOCAL PREFERENCE

TOWN BASED BUSINESS

The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield. A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

APPENDIX III

AFFIDAVIT PURSUANT TO THE
ORDINANCE PROVIDING FOR LOCAL PREFERENCE

(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

Name of Local Bidder
(Please Print)

Date

Signature of Local Bidder

Appendix IV TREE PROTECTION

1. PURPOSE

- (a) The purpose of these specifications is to provide guidelines for the preservation of beneficial urban or community trees during the construction and installation of underground utilities and/or road or sidewalk improvements.

2. GENERAL

- (a) Trees located near construction and excavation projects are impacted in two major areas; above ground impacts are trunk injuries and broken branches. Corrective treatments are directed to the trunk or branches as needed. However, damage to a tree's root system is not obvious and not easily treated. The underground portions of a tree are just as important as the above ground parts. The roots of a healthy tree will extend anywhere between one and one-half to three times the tree's height. This distance can be considered as the tree's root zone. Anytime construction enters within the drip line of a tree, you are operating in the Critical Root Zone of that tree. Trenching within the drip line of a tree can sever 30% - 50% of the trees root system, depending how close it is to the tree's trunk. Soil compaction by heavy equipment and general operations will further diminish the tree's ability to sustain itself. The following specifications are provided to preserve street trees during construction and to reduce tree mortality due to construction and to reduce tree mortality due to construction impacts.
- (b) Wood products with pentachlorophenol and creosote are not permitted near trees.
- (c) Alkaline clays or limestone should not be used as fill or paving near trees.
- (d) Concrete should be mixed in thick plastic tarp or outside the site.

3. IMPLEMENTATION

- (a) Protection and repair of impacts to above ground portions of street trees.
 1. Prior to beginning any construction activities a CT Licensed Arborist or tree service should remove all trees designated for removal and, where appropriate, the Arborist or tree service should prune tree branches for Crown Elevation and Safety Pruning. The minimum pruning height may be increased if large trenching equipment may damage higher limbs and branches. This will reduce the possibility of breaking or damaging limbs with equipment during construction. Also, at this time, the Arborist or tree service should prune (thin) all trees identified to be significantly impacted by the construction and designated for protection. This will reduce leaf surface and help to compensate for root loss. The extent of pruning should be proportional to the amount of root system impacted. If the trees to be pruned are on private property, approval of the property owner must be obtained prior to the work.
 2. During construction, extreme care should be exercised to avoid equipment damage to the tree trunks and lower branches. Damaged or broken branches and tree trunk injuries should be reported to the Engineer and be professionally treated as soon as possible.
 3. Where designated by the Engineer and prior to construction, trees requiring protection shall be fenced off and/or the trunks protected from equipment damage.
 4. All pruning or treatment for damaged trees shall be approved by the Engineer.
- (b) Root Zone Protection:
 1. Before beginning any construction activities, trees to be retained shall be protected with fencing. The purpose of the fencing is to prevent root damage to soil compaction. Soil compaction can be caused by heavy equipment, truck traffic, and stockpiling fill or other construction materials on the root system of a tree. As much of the tree's root zone as possible should be fenced off. The minimum area to be fenced off would be that area within the drip line of the tree; otherwise known as the Critical Root Zone. The fencing should be highly visible, of sturdy construction, and at least four feet high. Fences may be snow fence, synthetic fabric, or plastic fence. If traffic over tree roots is unavoidable, contractor shall furnish and spread several inches of wood chips on the soil or install a root system bridge.
 2. Any excavation within the Critical Root Zone will be done carefully so as to minimize damage to tree roots. No more than 25% of roots within drip line of tree shall be disturbed. In no case are tree

roots to be ripped, torn or crushed during excavation. Bulldozers and backhoes are not acceptable means for root cutting. Instead, all tree roots with a diameter of one-half (1/2) inch or larger shall be cut cleanly with sharp lopping shears. Tree roots too large for lopping shears may be cut with a power cutoff saw equipped with a fiber masonry blade. Roots must be protected from sunlight and drying action, and covered with soil, mulch or damp burlap. Following such root pruning, backfill adjacent to the roots shall be good-quality topsoil mixed with an equal amount of peat moss. Excavated roots will be backfilled with soil as soon as possible following pruning to prevent moisture stress; and in no case will roots be left exposed longer than the end of the work day on which they were first uncovered.

3. Immediately after construction, all existing affected trees within the project area shall be fertilized by high pressure liquid injection method with a slow release (5-30-30) organic fertilizer mixed with an organic root growth enhancer, at rate of 75 gallons per 1,000 square feet root area (12 lb. fertilizer per 100 gallons of water). Trees shall be regularly watered if rainfall is inadequate during construction.

(c) Tree Removal and Replacement

1. Where existing trees are shown on the plans to be removed, the Contractor shall remove the tree only if it has been posted and marked for removal by the Town of Wethersfield Tree Warden. The trees shall be removed by a qualified Arborist or an experienced tree removal firm. The tree trunk shall be cut, as close to the ground surface as possible and the stump shall be ground to a point at least 12 inches below the ground surface. All wood and debris shall be removed from the site and disposed of in a proper manner.
2. The plans may designate that new trees be planted in available space within the street right-of-way or within easement areas. If new trees are to be planted, the trees shall have a minimum caliper and height called for in the plans.
3. Tree removal and planting shall be paid at the unit price bid for the appropriate item in the Bid Form.

(d) Tree / Shrub Lifting Replanting

1. Where designated on the Construction Drawings, certain trees and shrubs shall be temporarily lifted from their current position and transplanted back to their original or to new locations.
2. By utilizing a large "tree spade", relatively small trees and shrubs (ranging from 1" to 10" caliper measurement) can be lifted, the trench excavated, the pipe installed, the trench backfilled and the tree/shrub reset as a series of operations over a generally short period of time. It is essential that the following specifications are followed exactly to ensure that any additional damage is not done to the trees above and beyond the impact of the planned excavation.
3. Tree Lifting: A large size tree space capable of moving trees 10" DBH should be utilized. This type of equipment can dig and lift trees and shrubs while preserving a large volume root ball. While the tree spade is holding the tree and root ball, the trench can be excavated, the sewer line can be installed, and the trench can be partially backfilled. It is important that the backfill is properly compacted for the replanting of the tree so that the tree will not settle. If the tree is allowed to settle or lower its position relative to its original grade, the development of the tree will be affected.
4. Tree Re-Planting: Once the tree is replaced in its original position in the landscape, the tree planting hole shall be backfilled in a zone two feet wide adjacent to the root ball with the original topsoil removed from the trench that has been mixed with an equal amount (50 – 50) with peat moss. Excavated trees must be backfilled the same day to prevent drying. If the planting or backfilling is delayed, the tree shall be watered as recommended by the Arborist.
 - a. The tree shall then be staked in a triangular configuration to ensure stability.
 - b. The tree or shrub shall be thoroughly watered at the time of replanting and watered at least weekly for an amount equivalent of 1" of rain.
5. Tree Fertilization and Aeration.
 - a. Because the root system of the tree has been diminished by transplanting, it is important to fertilize the tree to provide a nutrient rich environment for re-growth.
 - b. Immediately after construction this tree shall be fertilized by high-pressure liquid injection method with a slow release organic fertilizer mixed with an organic root growth enhancer.
 - c. The following rates will apply:
12 lbs. of Doggett 5-30-30 tree fertilizer (or approved equivalent) per 100 gallons of water. Apply 75 gallons of this mixture per 1,000 square feet of available root area. Soil injection should be 8-12 inches deep using an injector probe at 150 – 200 lbs. Pressure. Injection shall begin two feet out from the trunk of the tree and be spaced two and a half feet apart, injecting on a grid extending to the outer most limit of the root ball.

6. The cost of the designated tree/shrub lifting and re-planting shall be included in the price bid for the respective bid item.
- (e) Root Barrier Installation: Prior to the construction of sidewalks, a root barrier shall be installed along sidewalks, adjacent to all trees, which are to remain. The length of the root barrier required shall be as recommended by the Arborist or as directed by the Engineer. In no case shall the length of the root barrier be less than 12 feet. Unless otherwise directed by the Engineer, root barriers shall have a minimum depth of 24 inches. Root barriers shall be Model No. UB24-2 manufactured by Deep Root Corporation, or approved equivalent. Payment shall be per square foot of root barrier when the item appears in the Bid Form.
 - (f) Compensation for Damaged or Destroyed Trees: The Town of Wethersfield Tree Warden will evaluate the condition of each tree within the project area and calculate the dollar value of the damage done to each tree during construction. The total value of the tree damage will be deducted from the Contractor's final payment.

Appendix V

Chapter 105 NOISE CONTROL

- § 105-1 Title
- § 105-2 Purpose
- § 105-3 Definitions
- § 105-4 Noise Measurement Procedures
- § 105-5 Noise Levels
- § 105-6 Background and Impulse Noise
- § 105-7 Exceptions
- § 105-8 Vehicle Noise Restrictions
- § 105-9 Penalties For Offenses
- § 105-10 Variances
- § 105-11 More Stringent Provisions to Apply

[HISTORY: Adopted by Town Council of the Town of Wethersfield as Secs. 3-4-1 through 3-4-12 of the Code of 1972 Section 105-3 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. II. Other amendments noted where applicable.]

GENERAL REFERENCES

Noise to attract sales – See Ch. 116.

§ 105-1 Title

The short title of this chapter shall be the “Town of Wethersfield Noise Control Ordinance”.

§ 105-2 Purpose

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health, safety or welfare or degrade the quality of their lives. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Wethersfield through the reduction, control and prevention of noise.

§ 105-3 Definition

1. BACKGROUND NOISE – Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable. In statistical terms, it is the level which is exceeded ninety (90%) of the time (L90) in which the measurement is taken.
2. BUSINESS ZONE: - Those areas so designated under Business Zone No. 1 (B-1), Business Zone No. 2 (B-2), Planned Development – Office Zone (PD-O) and Planned Development – Business Zone – (PD-B) of the Zoning Regulations of the Town of Wethersfield.
3. CHIEF OF POLICE – The Chief of Police of the Town of Wethersfield or a duly authorized officer subject to his order.
4. CONSTRUCTION – The assembly, erection, substantial repair, alteration, demolition or site preparation for or of public rights-of- way, buildings or other structures, utilities or property.
5. CONSTRUCTION EQUIPMENT – Any equipment or device operated by fuel or electric power used in construction or demolition work.
6. DAYTIME HOURS – The hours between 7:00 a.m. and 10:00 p.m. Monday through Saturday and the hours between 9:00 a.m. and 10:00 p.m. on Sunday.
7. DECIBEL – A unit of measurement of the sound level, the symbol for which is “db.”
8. DEMOLITION – Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of way surfaces or similar property.
9. DOMESTIC POWER EQUIPMENT – Includes but not limited to power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a homeowner.
10. EMERGENCY VEHICLE – Any motor vehicle authorized by any local authority to have sound warning devices, such as sirens and bells, which can lawfully be used when responding to an emergency.
11. EMERGENCY WORK – Work made necessary to restore property to a safe condition following an emergency or work required to protect persons or property from exposure to imminent changes.
12. EXCESSIVE NOISE – Any sound, the intensity of which exceeds the standards set forth in §105-5.

13. IMPULSE NOISE – Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid delay.
14. INDUSTRIAL ZONE – Those areas so designated under the Industrial Zone (I) and Industrial Park Zone (IP) of the Zoning Regulations of the Town of Wethersfield.
15. INTRUSION ALARM – A device with an audible signal and which, when activated, indicates an intrusion by an unauthorized person.
16. MOTOR VEHICLE – A vehicle as defined in Subdivisions (30) and (31) of Section 14-1, Connecticut General Statutes, Revision of 1958, as amended.
17. MUFFLER – A device for abating sound such as escaping gases.
18. NIGHTTIME HOURS – The hours between 10:00 p.m. and 7:00 a.m. Sunday evening through Saturday morning and between 10:00 p.m. and 9:00 a.m. Saturday evening through Sunday morning.
19. NOISE LEVEL – The sound-pressure level as measured with a sound-level meter using the A-weighting network. The sound level is designated “db(A)” or “db(a)”.
20. PERSON – Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.
21. PREMISES – Any building, structure, land or portion thereof, including all appurtenances, owned or controlled by a person. A noise emitter’s premises including contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.
22. PROPERTY LINE – That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned and controlled by another person and which separates real property from the public right-of-way.
23. PUBLIC RIGHT-OF-WAY – Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a government entity.
24. RECREATIONAL VEHICLE – Any internal-combustion-engine-powered vehicle which is being used for recreational purposes.
25. RESIDENTIAL ZONES – Those areas so designated under Special Resident Zone (SR), AA Residence Zone, A-1 Residence Zone, A Residence Zone, B Residence Zone, C Residence Zone, Planned Development – Medium Density Residence Zone (PD-MDR), Planned Development – High Density Residence Zone (PD-HDR) and Planned Development – Elderly Housing Zone (PD-EH) of the Zoning Regulations of the Town of Wethersfield.
26. SOUND – A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including but not limited to an auditory response when impinging on the ear.
27. SOUND LEVEL METER – An instrument used to measure sound levels. A “sound-level-meter” shall conform, as a minimum, to the American National Standards Institute operational specifications for sound level meters §1.4-1971 (Type S2A).
28. SOUND-PRESSURE LEVEL – Twenty (20) times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of a sound to the reference pressure of twenty (20) micronewtons per square meter (20x10⁶ newtons/meters²) or two ten-thousandths (0.0002) dyne per square centimeter, and is expressed in decibels (db).

§ 105-4 Noise Measurement Procedure

For the purpose of determining noise levels as set forth in this chapter, the following guidelines shall be applicable.

- A. A person conducting sound measurements shall have been trained in the techniques and principles of sound-measuring equipment and instrumentation.
- B. Instruments used to determine sound-level measurement shall be sound-level meters as defined in this chapter.
- C. The following steps should be taken when preparing to take sound level-measurements:
 1. The instrument manufacturer’s specific instructions for the preparation and use of the instrument shall be followed.
 2. Measurements to determine compliance with § 105-5 shall be taken at a point that is located more or less (1) foot beyond the property line of the noise emitter’s premises and within the noise receptor’s premise.
 3. The recommended practices for determining statistical noise levels shall be those as outlined in the document entitled “Connecticut Noise Survey Data Form No. 101”.

§ 105-5 Noise Levels

It shall be unlawful for any person to emit or cause to be emitted any noise beyond the property lines of his/her premises in excess of the following noise levels:

Zone in Which Noise Receptor is Located				
Zone in Which Noise Emitted is Located	Industrial [db(A)]	Business [db(A)]	Residential Daytime Hours[db(A)]	Residential Nighttime Hours[db(A)]
Industrial	70	66	61	51
Business	62	62	55	45
Residential	62	55	55	45

§ 105-6 Background and Impulse Noise

- A. In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) db(A), provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) db(A) at any time and provided that this section does not decrease the permissible levels of other sections of this chapter.
- B. No person shall cause or allow the emission of impulse noise in excess of eighty (80) db peak sound-pressure level during nighttime hours to any residential zone.
- C. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) db peak sound-pressure level at any time to any zone.

§ 105-7 Exceptions

- A. This chapter shall not apply to noise emitted by or related to:
 - 1. Natural phenomena.
 - 2. Any bell or chime from any building clock, school or church.
 - 3. Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.
 - 4. A public emergency sound signal.
 - 5. Warning devices required by the Occupational Safety and Health Administration or other state or federal safety regulation
 - 6. Farming equipment or farming activity.
 - 7. An emergency.
 - 8. Snow removal equipment.
- B. The following shall be exempt from this chapter, subject to special conditions as specified.
 - 1. Noise generated by construction equipment which is operated during daytime hours, provided that the operation of construction equipment during nighttime hours shall not exceed the maximum noise levels as specified in § 105-5.
 - 2. Noise from domestic power equipment operated during daytime hours.
 - 3. Noise from demolition work conducted during daytime hours, provided that when considered emergency work, demolition shall be exempted at all times from the noise levels set in this chapter.
 - 4. Noise created by any aircraft flight operations which are specifically preempted by Federal Aviation Administration.
 - 5. Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the town, including but not limited to parades, sporting events, concerts and fireworks displays.
 - 6. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time, at specified hours previously announced to the local public and provided that a permit for such blasting has been obtained from local authorities,
 - 7. Noise created by leaf, refuse and solid waste collection, provided that the activity is conducted during the hours specified in this Code or, if no hours are specified or are specifically prohibited, then during daytime hours. [Amended 9-7-1993]

8. Noise created by fire or intrusion alarm shall, from time of activation of the audible signal, emit noise for a period of time not exceeding ten (10) minutes when such alarm is attached to a vehicle or thirty (30) minutes when attached to any building or structure.
9. Public-address systems used in election campaign activities during daylight hours only.

§ 105-8 Vehicle Noise Restrictions

The following activities are prohibited:

- A. Motor vehicle noise. All motor vehicles operated within the limits of the Town of Wethersfield shall be subject to the noise levels set forth in the regulations authorized in Section 14-80a of the Connecticut General Statutes.
- B. Motor vehicle sound-amplifying devices. No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in §105-5.
- C. Recreational vehicles noise. No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in §105-5.

§ 105-9 Penalties For Offenses

Any person in violation of any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed fifty dollars (\$50). Each day that such violation continues after the time for correction of the violation given in an order shall constitute a continuing violation, and the amount of the fine shall be doubled for each day said violation continues, said fine not to exceed four hundred dollars (\$400) per day.

§ 105-10 Variances

- A. Any person living or doing business in Wethersfield may apply to the Chief of Police for a variance from one (1) or more of the provisions of this chapter which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Chief of Police at least twenty (20) days prior to the start of the activity for which the variance is sought:
 1. The location and nature of the activity
 2. The time period and hours of operation of said activity.
 3. The nature and intensity of the noise that will be generated.
- B. No variance from this chapter shall be granted unless it has been demonstrated that:
 1. The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations;
 2. The noise levels generated by the proposed activity will not constitute a danger to the public health; and
 3. Compliance with this chapter constitutes an unreasonable hardship on the applicant.
- C. The application for a variance shall be reviewed and approved or rejected at least five (5) days prior to the start of the proposed activity. Approval or rejection shall be made in writing and shall state the condition(s) of approval, if any, or the reason(s) for rejection.
- D. Failure to rule on an application within the designated time shall constitute approval of the variance.

§ 105-11 More Stringent Provisions to Apply

All provisions of the Zoning Regulations of the Town of Wethersfield which are more stringent than those set forth herein shall remain in force. If, for any reason, any word, clause, paragraph or section of this chapter shall be held to make the same unconstitutional or be superseded by any State laws or regulations, this chapter shall not thereby be invalidated, and the remainder of the chapter shall continue in effect.

Appendix VI

Town of Wethersfield Specifications For Concrete Sidewalks, Curbs and Driveways

GENERAL:

- The contractor shall provide all materials and equipment required to complete the work under this project in accordance with the plans and specifications.
- Before placing any concrete the forms or screeds must be set to proper grade, and approved by the Town of Wethersfield.
- When installing or replacing a sidewalk at a corner the last slab leading to the street must be sloped for handicap access with a prefab detectable warning surface tile.
- The Contractor shall notify the Town Public Works Department, Engineering Section prior to pouring any concrete. An inspector, if available, will inspect the site before the pour. Should an inspector not be available or should fail to arrive at the site within one (1) hour, the contractor may pour provided the concrete meets these specifications.
- When the Town of Wethersfield is referred to it shall mean the Deputy Director of Public Works or his authorized representative.

MATERIALS:

- Portland Cement – Portland cement shall conform to “Specifications for Portland Cement” (ASTM Designation: C-150), and must be manufactured in the United States, Type II cement only shall be used.
 - Laboratory test reports made by the cement manufacturer are to be made available to the Town upon request.
- Aggregates – aggregates shall conform to “Form 813 (or latest revision) of Connecticut State Highway Department specifications for concrete aggregates.”
 - Coarse aggregates – crushed trap rock or Course Aggregate: Section M.03.01 Form 813 shall be used as coarse aggregate in the concrete mix. A minimum of two sizes of stone shall be blended at the time of batching to meet the graduation requirements as set forth in “Specifications of Concrete Aggregates (ASTM Designation C-33.)”
 - Laboratory tests of all proposed aggregates are to be made in accordance with ASTM C-33 prior to placing any concrete. Also, materials are to be tested and approved on an annual basis or when the source of materials is changed, or at the Town’s request.
- Water – water used in mixing concrete shall be clean, and free from deleterious amounts of acids, alkalis, or organic materials.
- Air-Entraining Materials - The entrainment of air in concrete can be accomplished by adding an air-entraining admixture at the time of batching. Admixtures added to the sand or water shall conform with “Specifications for Air-Entraining Admixtures for Concrete” (ASTM Designation: C-260).
- Water Reducing and Set Retarding Admixtures which meet ASTM specifications for chemical admixtures for concrete ASTM C-494 may be used in concrete mixes, only with the prior approval of the Town of Wethersfield, and their use shall not reduce the minimum cement content as specified.
- Mesh reinforcement shall be used in all sidewalks and apron construction exposed to vehicular traffic. Material shall be 6 x 6 or 8 x 8 wire mesh conforming to ASTM A-185.
- Performed expansion joint filler to be of the non-extruding type and shall meet ASTM Specification D 1751-65 or AASHTO Specification M-213-65.

CONCRETE QUALITY:

- Minimum Strength 4000 PSI.
- Minimum cement content shall not be less than 6.75 sacks per cubic yard.
- Maximum size of aggregate shall not exceed 1 inch.
- Maximum water content shall not exceed 5.3 gal. Per sack of cement.
- Slump shall not be more than 3 inches.
- The amount of entrained air (per cent of volume) shall be: for $\frac{3}{4}$ or 1 inch maximum size aggregate – 6 ± 1 per cent air, Test for air content of fresh concrete shall be made during construction. Because of the effects of mixing and vibration, samples for air content preferably should be taken from concrete after it has been placed by qualified technicians per ASTM C-231 or C-233. periodically or at any time as requested by the owner.

TEST AND INSPECTION:

The Town is authorized to conduct or have conducted such tests, as are deemed necessary, or concrete used in work under these specifications. The contractor shall furnish representatives of the Town with concrete under job conditions for the making of standard test cylinders. The Town shall base its approval of methods and details of proportioning, batching, mixing, and placing of concrete upon the results of these tests.

The contractor shall forward daily to the Town a copy of each concrete delivery slip for each truck load of concrete which will include all data as required in ASTM C-94, Paragraph 14 Certification.

The Town at any time may require batch plant inspection to certify the weights of all materials as batched into trucks serving projects within the Town.

BATCH PLANT APPROVAL:

Any concrete producer will be required to show that his plant and equipment meet all requirements as established by ASTM Designation C-94-67, and shall also be currently approved by the State of Connecticut Highway Department.

FOUNDATION AND FORMS:

All topsoil, deleterious matter and unacceptable sub soil shall be excavated to depth directed by the Town.

Generally the depth of excavation will be seventeen (17) inches below the proposed finished grade of the walk. Should this depth be exceeded the excavation will be brought to sub base grade with bank run gravel as specified in Form 813 in compacted layers of 6 inch maximum. The remaining excavation shall be filled with 12" of processed stone, compacted by rollers or other suitable machinery in two 6" lifts to the specification of the Town. Processed stone shall meet the Connecticut State Highway Department specifications for crusher run stone.

FORMS – Forms shall be in good condition, with not more than one-fourth (1/4) inch variation in horizontal and vertical alignment for each ten (10) feet in length.

Forms shall be set true to line and grade shall be adequately supported to remain in position while depositing and compacting concrete. They shall be designated and constructed so as to permit their removal without damage to the concrete.

Forms shall be steel or wood, in good condition, be equal to depth of sidewalk, and acceptable to the Town.

Walks, when laid, shall be at least four (4) feet wide and laid on the following inclinations: From outer edge of concrete walk to inner edge of concrete walk a rise of one-quarter (1/4) of an inch to the foot. There shall be a one half (1/2) inch pitch on all grassed areas rising from the top of curb.

SLAB THICKNESS:

Pedestrian traffic only – 5" minimum.

Pedestrian and vehicular traffic – 8" minimum with 6 x 6 / 8 x 8 wire mesh.

PLACING OF CONCRETE:

Before the concrete is placed, the sub-grade shall be thoroughly dampened so that it is moist throughout, but without puddles of water.

Concrete shall be placed as near to its final position as practicable. Precautions shall be taken not to overwork the concrete while it is still plastic.

The concrete shall be thoroughly spaded along the forms or screeds to eliminate voids or honeycombs at the edges.

FINISHING:

No finishing operation shall be performed while free water is present. Finishing operations shall be delayed until all water and water sheen has left the surface and the concrete has started to stiffen.

After water sheen has disappeared, edging operations where required shall be completed.

Expansion joints will be placed every 15 feet maximum or as directed by the Town.

Contraction joints shall generally be spaced at 5-foot intervals. Contraction joints may be formed by cutting a slot in the concrete about 1 inch deep. The slot may be cut by a T-bar forced into the fresh concrete for a depth of 1 inch or by cutting with a saw. After the concrete has partially hardened, the bar shall be withdrawn and the joint edged with a jointer held against a straightedge to make a clean, straight joint.

The jointer shall have a 3/4 inch bit. When the bar is removed or if saw is used run a travel along the joint for a full depth of the concrete to remove all aggregate from the joint area.

After edging and jointing operations, the surface shall be floated with a wood float.

If necessary, tooled joints and edges shall be rerun after floating to maintain uniformity.

After floating, the surface shall be brushed by drawing a soft-bristled push broom with a long handle over the surface of the concrete of the concrete to produce a non-slip surface.

CURING:

Concrete shall be protected so that little or no moisture is lost during the early stages hardening. Newly placed concrete shall not be permitted to dry out too fast and must be protected from the sun and drying winds. This may be done continuously wet.

As soon as the concrete has hardened enough so that the surface will not be marred, curing of concrete shall be accomplished by the following method:

While pigmented curing compound conforming to "Specification for Liquid Membrane-Forming Compounds for Curing Concrete" (ASTM Designation: C-309) will be used. The curing compound shall be applied by hand-operated or power drive spray equipment immediately after the concrete has been given its final finish. The concrete surface shall be moist when the coating is applied. Apply two smooth and even textured coats to ensure complete coverage. The second coat shall be applied at right angles to the first. Such compounds shall be applied in accordance with the recommendations of the manufacturer.

COLD WEATHER CONCRETING:

Adequate protection shall be provided where temperatures of 40 degrees F or lower occur during placing and during the early curing period.

The minimum temperature of fresh concrete after placing and for the first 4 days shall be maintained above 55 degrees F for Type II cement. Concrete made with Type III cement, if approved by the Town, must be maintained above 55 degrees F for the first 3 days. In addition to the above requirements an additional 3 days of protection from freezing shall be maintained.

Generally the concrete must be protected for a period of not less than seven (7) days following:

A layer of burlap, nine (9) inches of hay and a covering layer of burlap. Polyethylene or tar paper may be used in lieu of burlap provided it is placed in such a manner as to exclude the contact of the insulating hay directly with the atmosphere.

Sidewalks will not be poured when there exists more than three (3) inches of frost in the ground.

ANTI-SPALLING COMPOUND:

After a twenty-eight (28) day curing period, the sidewalk will be coated with an anti-spalling compound approved by the Town and applied as directed by the manufacturer.

LICENSING:

No person, firm or corporation shall engage in the business of constructing or repairing concrete walks in the Town of Wethersfield without being licensed therefore by the Town of Wethersfield. A license to engage in said business shall be issued only after the owner or an employee of said business, designated by the owner, shall present evidence of competence in performing such work in accordance with municipal and state standards and specifications.

The application for a license shall be made by the owner of said business to the Town on a form furnished by the Town. All licenses shall expire on December 31st. No license shall be issued or renewed unless the licensee shall have filed with the Town a surety bond in the amount of ten thousand dollars issued by a surety company authorized to do business in the State of Connecticut, indemnifying the Town of Wethersfield against any loss or expense in repairing, remedying or correcting the work performed by the licensee if the same is defective or not in accordance with the ordinance of the Town of Wethersfield. The License is automatically revoked upon transfer of firm or corporation ownership.

The Town is authorized, upon five days written notice, to revoke or suspend any license for failure to comply with the applicable ordinances or its rules and regulations, or failure to remedy any defective work upon order of the Town.

The Town, shall and may from time to time, amend rules and regulations, governing the issuance, revocation and suspension of licensees and the inspection, approval and rejection of all work performed by licensees.

INSURANCE:

Insurance Certificates shall be placed on file in the office of the engineering section by each licensee. These certificates shall be in the sum as prescribed by Form 813 of the Connecticut Highway Department and shall hold harmless in all cases, the Town from all forms of liability.

APPENDIX VII

CAST IN PLACE DETECTABLE INSERTS

DETECTABLE WARNING SURFACES

Submittals

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit three (3) samples of detectable panels of each kind proposed for use.
- C. Shop drawings are required for products specified showing fabrication details; composite structural system; plans of panel placement including joints, and material to be used as well as outlining installation materials and procedure.
 - 1. Panel pattern shall be designed and shown between existing expansion joints with panel rib dimension used for the cut size of panels.
- D. Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on each type of detectable panel system as certified by a qualified independent testing laboratory.
- E. Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of detectable panel and accessory as required.

Cast-in-place Detectable Warning Panels

- A. Provide detectable panels and accessories as produced by a single manufacturer.
- B. Installer's Qualifications: Engage an experienced Installer certified in writing by detectable manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project. Manufacturer's supervisor shall be present at initial installation.
- C. Americans with Disabilities Act (ADA): Provide detectable warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES. In addition products must comply with CALIFORNIA TITLE 24 requirements regarding patterns, color and sound on cane contact.
- D. Vitrified Polymer Composite (VPC) cast-in-place panels shall be an epoxy polymer composition with an ultra violet coating employing aluminum oxide particles in the truncated domes:
 - 1. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.
 - 2. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.80.
 - 3. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
 - 4. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
 - 5. Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.
 - 6. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
 - 7. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486* with reciprocating linear motion of $37 \pm$ cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

8. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
 9. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.
 10. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.
- E. Vitrified Polymer Composite (VPC) cast-in-place panels embedded in concrete shall meet or exceed the following test criteria:
1. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.
 2. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

Delivery and Storage, and Handling

- A. Panels shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings, and panel type shall be identified by part number.
- B. Panels shall be delivered to location at building site for storage prior to installation.

Site Conditions

- A. Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive detectable panels for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store detectable panel material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where work is completed.
- B. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect passengers or public.
- C. Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances.
- D. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.
- E. Contractor shall coordinate phasing and flagging personnel operations as specified elsewhere.

Guarantee

Cast-in-place detectable panels shall be guaranteed in writing for a period of five years from the date of final acceptance of the project. The guarantee includes defective work, breakage, deformation, fading and chalking of finishes, and loosening of panels.

Product Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

- A. The Vitrified Polymer Composite (VPC) Cast-In-Place Detectable Panel specified is based on Armor-Tile manufactured by Armorcast Products Company, distributed at (203) 791-8326 or (818)- 982-3600, or equal. Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics. Color: Brick Red conforming to Federal Colors. Color shall be homogeneous throughout the tile.

CONSTRUCTION

General

The following is added to this subsection:

Curb and gutter with a grade of less than 4/10 of 1 percent shall be checked for grade prior to construction and water tested as soon as possible after construction.

The following subsection is added:

INSTALLATION OF CAST-IN-PLACE DETECTABLE WARNING PANELS

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The specifications of the concrete sealants and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- C. The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under all conditions suitable weights such as concrete blocks or sandbags (25 lb) shall be placed on each 2' x 2' tile module.
- D. Prior to placement of the Cast-In-Place System, the manufacturer's shop drawings shall be reviewed and a layout drawing prepared by the installation contractor to resolve the issues related to pattern repeat, tile cuts, expansion joints, control joints, platform curves, platform end returns and platform surface interferences.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a mason's line, radius edge (1/8 x 3/16" return) tool, 4' long x 2" wide x 1/8" thick steel straight edge, 25 lb. weights, vibrator wand and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In Place System.
- F. The concrete shall be poured and finished level, true and smooth to the required dimensions prior to tile placement. Immediately after pouring concrete, a mason's line should be strung parallel to track to act as a reference line for placement of tile, then the tile assembly shall be placed true to the platform edge and to each other on the concrete. The Cast-In-Place tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete or platform edge surface. The shop drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".
- G. Immediately after tile placement, the tile elevation is to be checked to adjacent concrete or rubbing board heights with a steel straight edge. The tile elevation should be set consistent with shop drawings to permit water drainage to or away from track as the platform design dictates.
- H. While concrete is workable, a steel edging trowel 1/8" radius x 3/16" return is to be used to edge the tile to adjacent concrete surfaces running parallel to track. While edging, ensure that a clean edge definition is created between tile and adjacent concrete and that tile to concrete elevations meet the shop drawing tolerances.
- I. The placement of Cast-In-Place Tile assemblies to each other and to the mason's line or form edge shall be true and parallel to develop a true line consistent with the platform edge. A tight tile-to-tile placement can best be achieved by raking out the concrete at the butting edge to avoid trapping concrete or aggregate between tiles and/or form edge.
- J. During and after the tile installation and the concrete curing stage, it is imperative that there be no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.
- K. Following tile placement, review installation tolerances to shop drawings and adjust tile before the concrete sets, suitable weights of 25 lb. shall be placed on each tile and additional weights at tile to tile assemblies as necessary to ensure solid contact of tile underside to concrete.
- L. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs between tiles, a wire brush will clean the residue without damage to the tile surface.

- M. An elastomeric urethane sealant shall be applied to the tile edges running parallel to the track or curb. Proper surface preparation requires that the tile and adjacent surfaces be mechanically etched with sandpaper or a carbide burr and wiped clean and dry with acetone. Applications of the urethane sealant shall be level to the adjacent surface and a straight line formed to the tile edge. A quality installation of the sealant may require that the tile face be masked off with duct tape to ensure a clean definition of sealant to the adjacent surfaces.

Cleaning and Protecting Detectable Warning Panels

- A. Protect panels against damage during construction period to comply with detectable panel manufacturer's specification.
- B. Protect panels against damage from rolling loads following installation by covering with plywood or hardwood. Clean detectable panels not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean detectable panel by method specified by detectable panel manufacturer.

METHOD OF MEASUREMENT BASIS OF PAYMENT

The contract unit price paid per each cast-in-place detectable warning panels shall be full compensation for saw-cutting and demolition/removal of entire or portion existing pedestrian ramp, furnishing and placing all materials, including the panels, adhesives, sealants, anchors, and all labor, tools, equipment, and Incidentals required to complete the work as shown on the drawings, as specified herein, and as required by the Engineer.

TOWN OF WETHERSFIELD

Purchasing Office

505 SILAS DEANE HIGHWAY
WETHERSFIELD, CT 06109

“NO BID” RESPONSE

Name of Bid/RFP/RFQ: _____

Date of Bid Opening: _____

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes _____ No _____

Company name _____

Mailing address _____

Your name _____ Date _____

This may be mailed, faxed, or e-mailed back to us at:

Town of Wethersfield
Attn: Purchasing Office
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: 860 721-2997

E-mail: tammy.ohanesian@wethersfieldct.com

Thank you for your response.