



**TOWN OF STRATFORD  
PURCHASING DEPARTMENT  
STRATFORD, CONNECTICUT**

BID No. 2014-049

Issued : July 21, 2014

Subject : Permanent Pavement Repair

The Town of Stratford through the Office of the Purchasing Agent, will receive SEALED BIDS for furnishing the equipment described in the accompanying specifications, in accordance with the instructions, conditions and reservations that follow:

**A. CLOSING DATE:**

Bids will be received until 11:00 am August 1, 2014, at which time they will be publicly opened and read. All bidders are invited to attend this public opening, which will be held immediately following the closing time specified above, in the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main Street, Stratford, CT 06615.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids or authorized postponement thereof. Any bids received after the date and time specified shall NOT be considered. No bidder may withdraw a bid within 45 days after the actual opening thereof.

**The scope of work involves performing permanent pavement repairs for certain street excavations in accordance with Town standards including curb repair and other small miscellaneous paving as needed.**

Bidders must also certify that they are not excluded from Federal Procurement or Non-Procurement Programs. Bidders must also sign a Non-Collusion Affidavit of Prime Bidder, provide a Non-Collusion Affidavit of Subcontractor, sign a Statement of Compliance with the Bid Requirements, sign the Bid Bond and provide a signed Certificate of Surety.

The Town of Stratford is an equal opportunity employer, and requires an Affirmative Action Policy for all its Contractors and Vendors, as a condition of doing business with the Town as per Federal Order 11246.

## **B. INSTRUCTIONS:**

Bid proposals are to be submitted (**TWO COPIES**) in a sealed envelope and clearly marked with the bid number and description on the outside of the envelope, including all outer packaging (DHL, FedEx, UPS, etc).

Bids must be delivered to:

Purchasing Department  
Stratford Town Hall – Rm 202  
2725 Main Street  
Stratford, CT 06615

## **C. CONDITIONS:**

### **Bid Surety:**

Each bidder must accompany his bid with a bid bond or certified check in the amount of \$1,000.00 payable to the Town of Stratford.

**Payment:** Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Stratford. NO partial payments will be made. Invoices covering the work specified herein should be forwarded to the Purchasing Department upon completion of the project.

**Taxes:** The Town of Stratford is exempt from all State and Federal taxes. Do not include these amounts in your quotation.

**Addendums:** All addendums will be posted on the town website, [www.townofstratford.com](http://www.townofstratford.com). It is the responsibility of the bidder to check the website for any addendums before submitting their bid.

**F.O.B. Destination:** All prices quoted must be net delivered to destination.

**Conflict of Interest:** No public official or employee shall, while serving as such, have any financial interest or engage in any business, employment, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest.

## **D. RESERVATIONS:**

The Town of Stratford may consider informal any bid not prepared and submitted to the Town in accordance with the provisions herein stated. The Town of Stratford reserves the right to reject any or all bids or parts of bids; to waive defects in same bids; or to accept any bid or part thereof deemed to be in the best interests of the Town of Stratford.

## Town Of Stratford

### Office of the Town Engineer

#### Standard Instructions, Conditions and Reservations for Bids, Insurance, Contract Forms, Supplemental Standard Conditions

The Town of Stratford, Connecticut, through the Office of the Purchasing Agent, will receive SEALED BID PROPOSALS for Permanent Pavement Repair in the Town of Stratford, in accordance with the following instructions, conditions and reservations:

#### STANDARD INSTRUCTIONS TO BIDDERS

##### A. CLOSING DATE:

Bids will be received by the Office of the Purchasing Agent until the time and date as specified in the Invitation For Bid, at which time they will be publicly opened and read. All bidders are invited to attend this public opening in the Council Chambers, Town Hall, Stratford, Connecticut.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids, or any authorized postponement thereof. Any bids received, after the date and time specified SHALL NOT be considered.

##### B. INSTRUCTIONS:

Bids must be submitted on the enclosed bid forms. All forms must be filled out completely. All bids must be addressed to the attention of the Purchasing Agent, sealed and with the appropriate contract number, bid number and closing date noted above. Bids may be mailed or submitted in person to the Office of the Purchasing Agent, Town Hall, 2725 Main Street, Stratford, Connecticut 06615. **Bidders are hereby notified that your name on the bid form and bid bond, and, if the contract is awarded to you, on the contract document, the performance bond, labor and materials bond and the insurance certificate must be identical to your name as it appears on your incorporation or organization papers on file in the Office of the Secretary of the State. Failure to heed this instruction may contribute to rejection of your bid.**

##### C. CONDITIONS:

Each bidder must provide a bid guarantee equivalent to five (5%) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his bid, execute the contractual documents as required within the time specified.

The successful bidder will be required to post a 100% performance bond and a 100% payment bond.

The successful bidder must furnish proof of adequate insurance coverage, with a carrier having at least an AM Best Company rating of B+ or better and in a form acceptable to the Town of Stratford, as follows:

- a. Evidence of insurance, NAMING THE AGENTS, SERVANTS & EMPLOYEES OF THE TOWN OF STRATFORD, AS ADDITIONAL INSURED, and
- b. Holding the Town of Stratford, its agents, servants and employees harmless from all claims and liability for damage for Bodily Injury, including Accidental Death, and for property damage, which may arise from the performance of this contract.
- c. The insurance company shall give the additionally insureds 30 day notice prior to termination, cancellation or modification of coverage.

- d. Failure or neglect on the part of the successful bidder to provide the required Insurance Certificate within two weeks of the date of notification may be considered by the Town as proof that the contractor is unable to fulfill the contract, and, in this event, the award will be made to the next lowest bidder.

#### D. GENERAL BID INFORMATION:

Basis of Bid: All prices must include all costs involved in providing the services as outlined in the accompanying Bid document, including labor, equipment and materials for the complete design and construction of the project. No additional costs will be considered by the Town unless explicitly stated in the bid proposal.

Method of Award: Award will be made to the lowest responsible bidder meeting the requirements and conditions of this Bid.

Taxes: Since the Town of Stratford is exempt from all taxes, no charges for taxes of any kind should be included in your bid or on any invoices to the Town.

Withdrawal of Proposal: - Any bid proposal may only be withdrawn by the bidder prior to the scheduled time for the receipt of bids or authorized postponement thereof provided the bidder's request for withdrawal is delivered to the Purchasing Agent before the proposals are opened. No bidder may withdraw his proposal after the actual opening thereof. A proposal that has been withdrawn will be returned to the bidder unopened at the time of the opening of the other proposals.

Return of Bid Security: Cash, certified check or bid bond will be returned to all except the three apparently lowest formal bidders on each contract within seven (7) days after the formal opening of the bids and the remaining cash, certified check or bid bond will be returned within 48 hours after the Town of Stratford and the successful bidders have executed the proposed contracts, or if any one of the proposed contracts has not then been executed, within 45 days after the date of the opening of the bids.

Qualification of Bidders: The Municipality may make such investigation as it deems necessary to determine the ability of the bidder to perform and work and the bidder shall furnish to the Municipality all such information and data for this purpose as the Municipality may request. The Municipality reserves the right, at its sole discretion, to reject any proposal if the evidence submitted by or investigation of such bidder fails to satisfy the Municipality that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein or has previously failed to properly perform or complete on time any contract.

When requested by the Engineer bidders shall furnish in writing the following information within three (3) days after the receipt of proposals:

- a. Background and experience of the principal members of organization, including officers.
- b. Description of past projects executed.
- c. A current financial statement, under oath, showing assets, obligations and net worth of the bidder, name of banking connections.
- d. List of currently engaged contracts and amount of each.

Obligation of the Bidder: At the time of the opening of the bids each bidder will be presumed to have inspected the site of the work, to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to visit the site, or to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to the bid or their responsibility under the terms of any subsequently awarded contract.

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. Insofar as possible, the contractor in the carrying out of his work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

Equal Bids: When two or more bids are equal in all respects, award shall be made by lot which shall be witnessed by at least three persons and which may be attended by the bidders or their representatives.

**E. ELIGIBILITY TO BID:**

The contractor shall certify that they are eligible to bid on this project and that they are not a party that is excluded from Federal procurement or non-procurement programs and from receiving Federal contracts. This certification shall also be required of any subcontractor that may be included on the project.

**F. RESERVATIONS:**

The Town of Stratford may consider informal any bid not prepared and submitted in accordance with the provisions herein stated.

The Town of Stratford reserves the right to reject any or all bids or to accept the lowest responsible bidder, and to waive any informalities, omission, excess verbiage, or technical defects in the bidding if, in its opinion, it would be in the best interest of the Town of Stratford to do so.

**G. ACCEPTANCE AND AWARD OF CONTRACT:**

Within 45 days after the opening of the bids, the Town of Stratford will accept one of the bids on each contract or will reject all bids on any or all contracts. Acceptances of the bid and Notice of Award will be in writing signed by an officer of the Municipality and mailed to the address designated in the Proposal. The notice shall contain appropriate instructions and information as to the time and place set for the execution of the Contract. The successful bidder or his duly authorized representatives shall furnish all bonds and certificates of insurance as may be required, shall appear at the time and place designated, and shall execute the contract or present a duly executed contract; the failure of the any of the foregoing shall be subject to the provisions of Section I. below. The Municipality reserves the right to deny acceptance of a bid to any bidder who may owe taxes to the Municipality or until such taxes are paid.

**H. REQUIREMENTS OF PERFORMANCE AND PAYMENT BOND:**

Upon the execution of the contract, the contractor shall furnish a Performance and Labor and Material Bond in the amount at least equal to 100% of the bid price as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract. The Bond shall be in the form of the specimen bond annexed hereto. The surety on the bond must be a corporate surety and must meet the requirements stated hereunder except that the amount of the Bond may exceed the limit for which the United States Treasury Department has qualified the surety if the excess is reinsured with surety companies that are qualified on the United States Treasury Department list for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the Bond must accompany the Bond.

If the contractor is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by a duly authorized officer, agents or attorney-in-fact. There shall be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the contract. Each executed Bond shall be accompanied by (a) appropriate acknowledgements of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where Bond is executed by agent officer, or other representative of contractor

of Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority by its agent, officer or representative was issued.

**I. FAILURE TO EXECUTE CONTRACT:**

If the successful bidder shall fail to furnish the required bonds and certificates of insurance and to execute the contract in accordance with instructions contained in the Notice of Award, such bidder shall be deemed to have refused to enter into the contract and to have waived all claim to the work and shall pay the Municipality all damages sustained by Municipality as a consequence of the bidder's failure to enter into the contract, including, but without limiting the generality of the foregoing, all loss from delay and interference with the Municipality's construction program, and the difference between the amount of the successful bidder's proposal and the amount for which the Municipality may contract with another to perform the work covered by said proposal, if the latter be in excess of the former. The surety on the bid bond shall be liable for such damages to the extent of the principal amount of the Bid Bond.

Where the security deposited is a check, the contractor shall be liable for such damages to the extent of the amount of the check.

**J. RIGHT TO TERMINATE:**

The Town of Stratford reserves the right to terminate or cancel the contract at any time for cause, convenience, loss of funding, and/or if the quality of workmanship proves unsatisfactory. Ten (10) days notification by the Town shall be provided in the event of such termination or cancellation.

**K. PROPERTY TAX VERIFICATION:**

The Town of Stratford, under Connecticut law (Section 12-146b), will withhold payments to contractors who provide services or products to the Town but who owe delinquent property taxes to the Town. Property taxes include taxes on personal property, real property and motor vehicles.

**L. NON-COLLUSIVE BIDDING**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in a case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**M. APPLICABLE LAWS**

The contractor further represents and warrants that he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.

**N. SPECIFICATIONS:**

See attached.

**INSURANCE REQUIREMENTS**  
**TOWN OF STRATFORD, CONNECTICUT**

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000, or a limit of liability for Bodily Injury of \$1,000,000 per person and Bodily Injury of \$1,000,000 per accident and a Property Damage limit of \$1,000,000 each accident. Underinsured Motorist Coverage of \$1,000,000 for Bodily Injury caused by an accident and including but not limiting coverage to the ownership, maintenance or use of an uninsured motor vehicle, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The Town of Stratford shall be listed as an additional insured. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employers' liability insurance as required by Connecticut and federal law, plus employers' liability limits for Bodily Injury by accident of at least \$500,000, \$500,000 Bodily Injury by disease for each employee and \$500,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$1,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or non-renewal. The successful bidder must file the required Performance Bond in a form substantially similar to the Performance and Labor and Material Bond contained herein, and an Insurance Certificate within two (2) weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

**SPECIMEN**

**CONTRACT**

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014 A. D. by and between the TOWN OF STRATFORD, in the County of Fairfield, a municipal corporation of the State of Connecticut, party of the first part, and \_\_\_\_\_ a corporation with its principal place of business in \_\_\_\_\_ party of the second part, (hereinafter called Contractor).

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

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

SECOND. The contractor further covenants and agrees at its own proper cost, charge, and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works equipment and fixtures, appurtenant thereto, as set forth in the Contractor's proposal, annexed hereto, as Exhibit A and known as \_\_\_\_\_

and described in the Plans and Specifications, attached hereto as Exhibit B, made and prepared by the Town of Stratford; and as described in the Contract Documents, as defined below in the Fifth Section of this Contract, which are all incorporated by reference and are wholly made part of this Contract to the same extent as though the same were herein expressly written, in a first-class workmanlike manner, and in strict accordance with all terms contained in this Contract and the Contract Documents. Such work will be performed under the supervision of the Responsible Town Official (herein "RTO"), who for the purposes of this Contract, shall be the Town Engineer of the Town of Stratford and/or his appointed agent.

THIRD. In consideration of the contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefore, advertisement, proposal and other Contract Documents, the Town of Stratford covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions, Supplemental General Conditions as attached hereto as Exhibit D, Special Conditions as attached hereto as Exhibit E, and Connecticut Department of Transportation Form 816 to the extent that such applies to this project, which are made a part of this Contract.

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



FIFTH: The term “Contract Documents” shall mean and include the following:

1. Advertisement for Bid
2. Instruction to Bidders
3. Contractor’s Bid Proposal- See also Exhibit A
4. Plans and Specifications- See also Exhibit B
5. All Contract Forms:
  - a. Bid Bond
  - b. Certificate of Surety
  - c. Statement of Compliance with Bidding Requirements
  - d. Contract
  - e. Acknowledgement of Officer of Town Executing Contract
  - f. Acknowledgement of Corporate Contractor
  - g. Acknowledgement of Contractor, if an Individual
  - h. Performance and Labor and Material Bond
  - i. Certificate of Insurance
  - j. Non-Collusion Affidavit of Prime Bidder
  - k. Non-Collusion Affidavit of Subcontractor
  - l. Notice of Award
  - m. Notice to Proceed
  - n. Change Orders
  - o. Maintenance Bond
  - p. Town of Stratford, Standard Insurance Requirements
6. General Conditions
7. Supplemental General Conditions- See also Exhibit C
8. Special Conditions- See also Exhibit E
9. All Federal and State Required Contract Provisions  
Including:
  - a) CHRO-Contract Compliance Regulations-Notification to Bidders
  - b) State of Connecticut DECD Contract Compliance Data Form
  - c) Contractor’s Minority Business Enterprises Utilization Form
  - d) Affidavit
  - e) Funding Restrictions for State Board Fund Contracts for Capital Development of Facilities
10. Addendum:

IN WITNESS WHEREOF, the Town Council of the Town of Stratford, in the County of Fairfield has authorized the Corporate Seal of the Town of Stratford to be hereto affixed and this Contract to be signed by the Mayor and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

ATTEST:

TOWN OF STRATFORD

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
John A. Harkins, Mayor

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

ATTEST:

\_\_\_\_\_  
CONTRACTOR

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

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

\_\_\_\_\_  
Name, Title

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

FIVE EXHIBITS ATTACHED

**ACKNOWLEDGEMENT OF OFFICER OF TOWN**

**EXECUTING CONTRACT**

State of Connecticut            )  
  )  
County of Fairfield            )

ss: Stratford

Be it remembered, that on this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared John Harkins, known by me to be the Mayor of the Town of Stratford, who, being first duly sworn deposes and says:

1. That he knows the seal of the Town of Stratford.
2. The seal affixed to this Contract between the Town of Stratford and \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, is the seal of the Town of Stratford.
3. That the seal was so affixed and the Contract signed and delivered by John Harkins who was at the date thereof the Mayor of the Town of Stratford.
4. The said seal was affixed and the Contract delivered in the presence of deponent.
5. At the same time the said Mayor acknowledged that he signed, sealed and delivered the same as his voluntary act and deed.
6. At the same time deponent signed his name to said contract as an attesting witness to the execution thereof.

\_\_\_\_\_  
\_\_\_\_\_  
Town Clerk

SUBSCRIBED AND SWORN TO, BEFORE ME:

\_\_\_\_\_  
NOTARY PUBLIC

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT BY SECRETARY**  
**OF CORPORATE CONTRACTOR**

State of Connecticut     )  
  )  
County of \_\_\_\_\_ )

ss: \_\_\_\_\_

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared \_\_\_\_\_ who, being first duly sworn, deposes and says:

1. He is the secretary of \_\_\_\_\_ the contractor  
(Name of Corporation)  
named in the foregoing contract.
2. He well knows the seal of said corporation and the seal affixed to the Contract between the Town of Stratford and \_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is in fact the seal of the corporation.
3. The seal was affixed and the contract signed and delivered by \_\_\_\_\_  
(Name of Officer Who Signed)  
who was, on the date of signing, the \_\_\_\_\_ of the corporation,  
(Title of Officer Who Signed)  
and who acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the corporation.
4. The contract was signed and the corporate seal affixed in the presence of deponent who subscribed the Contract as an attesting witness to the execution thereof.

\_\_\_\_\_  
SECRETARY

SUBSCRIBED AND SWORN TO, BEFORE ME:

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(seal)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP**

State of Connecticut        )  
  )  
County of \_\_\_\_\_)

ss: \_\_\_\_\_

Be it remembered, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me the subscriber  
\_\_\_\_\_ personally appeared  
\_\_\_\_\_ who, I am satisfied  
\_\_\_\_\_ the \_\_\_\_\_ mentioned in the within  
\_\_\_\_\_ Instrument, to whom I first made known the content thereof,. and thereupon  
acknowledge that \_\_\_\_\_ signed, sealed and delivered the same as  
\_\_\_\_\_ voluntary act and deed, for the uses and purposes therein expressed.

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

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGEMENT OF CONTRACTOR**  
**IF AN INDIVIDUAL**

State of Connecticut            )  
  )  
County of \_\_\_\_\_        )

ss: \_\_\_\_\_

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me the subscriber  
\_\_\_\_\_ personally appeared  
\_\_\_\_\_ who, I am satisfied  
\_\_\_\_\_ the \_\_\_\_\_ mentioned in the within  
Instrument, to whom I first made known the content thereof, and thereupon  
\_\_\_\_\_ acknowledged that \_\_\_\_\_ signed, sealed and  
delivered the same as \_\_\_\_\_ voluntary act and deed, for the uses and purposes  
therein expressed.

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

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT.  
My Commission Expires: \_\_\_\_\_

**SPECIMEN**

**PERFORMANCE AND LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_ of

\_\_\_\_\_ (hereinafter called the Principal) as Principal, and a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the TOWN OF STRATFORD as Obligee, in the sum of \$ \_\_\_\_\_ lawful money of the United State of America, for the payment of which, well and truly to be made to the Obligee, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CONDITION OF THIS OBLIGATION is such that Whereas said Principal has entered into a certain written Contract with said Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, which contract provides for the construction of \_\_\_\_\_, and which contract, together with all plans and specifications now or hereafter made in extension, modification or alteration thereof, are incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform, and execute all the terms, conditions, and stipulations of the bid contract on his (its) part to be kept, performed, and executed according to the provisions of said contract and shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real property, and shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duly imposed upon the Principal by said Contract at the time and in the manner therein specified or to pay for all such materials furnished and labor supplied or performed, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said Contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of said Contract or any other forbearance on the part of either the Obligee or the Principal one to the other, shall not in any way release the Principal and the Surety, or either of their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, notice to the surety of any such alterations, extensions or forbearance being hereby specifically and absolutely waived.



AND FURTHER PROVIDED that any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the Obligee, prosecute the same to a final judgment and have execution thereon for such sum or sums as may be justly due, provided, however, that the Obligee shall not be liable to furnish counsel nor to pay any costs or expenses of any such suit. IN WITNESS WHEREOF, \_\_\_\_\_, (Principal) has hereunto affixed his hand and seal causes this Instrument to be signed by \_\_\_\_\_, its \_\_\_\_\_ (Title) duly authorized, and its corporate seal to be hereunder affixed, and has caused this Instrument to be signed by \_\_\_\_\_ its \_\_\_\_\_ (Title) duly authorized and its corporate seal to be here unto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSED:

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

\_\_\_\_\_  
PRINCIPAL (SEAL)

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

\_\_\_\_\_  
SURETY  
\_\_\_\_\_

**CERTIFICATE OF INSURANCE**

\_\_\_\_\_ hereby  
certifies \_\_\_\_\_ have  
submitted to the \_\_\_\_\_ Proof of Carriage of  
(Name of Municipality)  
Insurance in the form required by the Contract Specifications.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
WITNESS

**CERTIFICATE OF TOWN ATTORNEY**

I, the undersigned \_\_\_\_\_ the duly authorized and, acting legal representative of and counsel to the Town of Stratford do hereby certify as follows:

I have examined the foregoing Contract, Performance Bond, Payment Bond, Insurance Policies and Certificates, the General Terms and Conditions of the Contract Specifications and the manner of the execution thereof. I am of the opinion that the aforesaid documents constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

\_\_\_\_\_  
ATTORNEY

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

**ACKNOWLEDGMENT BY**  
**MANAGING MEMBER OF LLC**

State of Connecticut        )  
  )  
County of \_\_\_\_\_)

ss: \_\_\_\_\_

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared \_\_\_\_\_ who, being first duly sworn, deposes and says:

1. S/he is a Managing Member of \_\_\_\_\_ the contractor named in the foregoing contract.  
(Name of Company)
2. S/he well knows the seal of said LLC and the seal affixed to the contract is in fact the seal of the LLC.
3. The seal was affixed and the contract signed and delivered by \_\_\_\_\_ (name of member who signed) who was on the date of signing a Managing Member of the Company and who acknowledged that s/he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the Company.
4. The contract was signed and the seal affixed in the presence of deponent who subscribed the contract as an attesting witness to the execution thereof.

\_\_\_\_\_  
MANAGING MEMBER

SUBSCRIBED AND SWORN TO, BEFORE ME: \_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

(seal)

**SPECIMEN**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ (Bidder's Name) as Principal and  
\_\_\_\_\_ (Name of Surety) as Surety are hereby held and firmly bound unto

\_\_\_\_\_

in the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to a certain Bid, attached  
hereto and hereby made a part hereof, to enter into a Contract in writing, for the

NOW, THEREFORE,

- a. If said Bid shall be rejected, or, in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for  
his faithful performance of said Contract and for the payment of all persons performing labor or  
furnishing materials in connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said bid,

then, this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed  
the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees  
that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time  
within which the Obligee may accept such Bid, and said Surety does hereby waive notice of any such extension.

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

By: \_\_\_\_\_(L.S.)  
PRINCIPAL

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_ (SEAL)

**SPECIMEN**  
**CERTIFICATE OF SURETY**

The undersigned hereby certify that they are the duly authorized agents of \_\_\_\_\_

\_\_\_\_\_

duly authorized to do business in the State of Connecticut, and agree to furnish to \_\_\_\_\_

\_\_\_\_\_

a surety bond for the faithful performance of any and all provision contained in the Specifications and Contract.  
The maximum amount that we will be surety for is \$\_\_\_\_\_.

\_\_\_\_\_  
SURETY COMPANY OR AGENT

ATTEST:

\_\_\_\_\_  
WITNESS

THE TERMS OF THE SURETY COMPANY FOR FURNISHING THE BOND ARE HEREBY ACCEPTED.

\_\_\_\_\_  
NAME OF BIDDER

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

**IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.**

**STATEMENT OF COMPLIANCE WITH BIDDING**  
**REQUIREMENTS**

\_\_\_\_\_ hereby  
certify that \_\_\_\_\_ have furnished all information  
required in the Proposal Form and the following have been executed:

1. BID BOND
2. CERTIFICATE OF SURETY

\_\_\_\_\_  
NAME OF BIDDER

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

**IMPORTANT! THIS FORM MUST BE FILLED IN BY BIDDER.**







**NOTICE OF AWARD**

TO:

\_\_\_\_\_

PROJECT Description:

\_\_\_\_\_

\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_ of \_\_\_\_\_, 2010 and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance and Labor and Material BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER shall be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER shall be entitled to such other rights as may be granted by law, and the bid documents.

Your are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
OWNER

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

Title:\_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

Title:\_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_, and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter.

The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
OWNER  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHANGE ORDER**

ORDER NO. \_\_\_\_\_

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

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

NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE:       \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by:  
\$ \_\_\_\_\_

The new CONTRACT PRICE due to this CHANGE ORDER will be \$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Approvals Required:

To be effective this Order must be approved by the Federal agency if it changes the scope of objective of the PROJECT, or any may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

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

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

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

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

Federal Agency Approval (where applicable) \_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned,  
\_\_\_\_\_(Contractor) as Principal, and  
\_\_\_\_\_, as Surety, are held and firmly bound unto the  
Town of Stratford, Connecticut, hereinafter called the "Town", in the final sum of  
\_\_\_\_\_Dollars (\$ ) lawful monies of the United States for the payment of which  
sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement,  
dated \_\_\_\_\_, 20\_\_ for the Contract \_\_\_\_\_

NOW, THEREFORE, the Principal agrees to maintain the work completed in the contract, stated above, for a  
period of twelve (12) months from the date of Final Payment and issuance of a Certificate of Completion,  
without additional costs to the Town. Failure to comply with such required work shall constitute a violation and  
all monies covered by this Bond shall become payable to the Town.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals  
this \_\_\_day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto  
affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing  
body.

In the presence of:

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

\_\_\_\_\_(Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_(Seal)  
(Partnership)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

Attest:

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

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

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

(Corporate Surety)

\_\_\_\_\_

\_\_\_\_\_

Countersigned By:

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_

Power-of-Attorney for Persons signing Surety Company must be attested to Bond.

**EXHIBIT A**

# **EXHIBIT B**

Plans and Specifications

# **EXHIBIT C**

## General Conditions



# **EXHIBIT D**

Supplemental General Conditions

# **EXHIBIT E**

Special Conditions

## GENERAL CONDITIONS

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## **1. DEFINITIONS**

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or correction.
- 1.3 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.4 Bidder - Any person, firm or corporation submitting a Bid for the work.
- 1.5 Bonds - Bid Bonds, Performance and Labor and Material Bonds, Maintenance Bond and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.
- 1.6 Change Order (Construction Order) - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - Includes the following material: Invitation for Bid, Instructions to Bidders, Bid Proposal, Bid Bond, Certificate of Surety, Statement of Compliance with Bidding Requirements, Contract (Agreement), Acknowledgement of Officer or Town Executing Contract, Acknowledgement of Corporate Contractor, Acknowledgement of Contractor - If an Individual, Acknowledgement of Contractor – If a Partnership, Acknowledgement of Contractor – If an Individual doing business under a Trade Name, Performance and Labor Material Bond, Certificate of Insurance, Non-Collusion Affidavit of Prime Bidder, Non-Collusion Affidavit of Subcontractor, Notice of Award, Notice to Proceed, Change Order, Maintenance Bond, Town of Stratford Standard Insurance Requirements, General Conditions, Supplemental General Conditions, Special Conditions, State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816, Latest Supplemental Specifications to the Standard Specifications for Roads, Bridges and Incidental Construction Form 816, Special Provisions, All Federal and State Required Contract Provisions, Addenda and Contract Drawings.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 Contractor - The person, firm or corporation with whom the Owner has executed the Agreement. Also referred to as “party of the second part” in the Contract.
- 1.11 Drawings - The part of the Contract Drawings which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.12 Field Order - A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the RTO to the Contractor during construction.
- 1.13 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.15 Owner - Town of Stratford or “party of the first part” as referred to in the Contract.
- 1.16 Project - The undertaking to be performed as provided in the Contract Documents.

- 1.17 Resident Project Representative - The authorized representative of the Owner who is assigned to the project site or any part thereof. Also known as the Inspector.
- 1.18 Responsible Town Official (RTO) - The person, firm or corporation named as such in the Contract Documents or as otherwise indicated by the Owner in writing.
- 1.19 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- 1.20 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.
- 1.22 Substantial Completion - That date as certified by the RTO when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract documents, so the project or specified part can be utilized for the purposes for which it is intended.
- 1.23 Supplemental General Conditions - Modifications to the General Conditions.
- 1.24 Suppliers - Any person, firm or corporation who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in the project.
- 1.26 Written Notice - Any notice to any part of the Contract relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the address given in the Contract, or delivered in person to said party or his authorized representative on the work.

**2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional written instructions and detail drawings by the Responsible Town Official (herein "RTO") as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents; the Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

**3. PROGRESS AND SUBMISSION SCHEDULES; PRECONSTRUCTION CONFERENCE; TIME OF STARTING THE WORK**

- 3.1 Within ten (10) days after execution of the Agreement (Contract), the Contractor will submit to the RTO for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawings submissions.
- 3.2 Before starting the Work, a conference will be held to review the above schedule, to discuss procedures and processes for application for payment and to establish a working understanding between the parties as to the project.
- 3.3 Prior to contract signing and within ten (10) days of award of the bid, the Contractor will furnish the Owner and RTO with certificates of insurance as required by the Contract Documents.
- 3.4 Within fifteen (15) days after receipt by the Owner of the executed Agreement and all bonds and insurance certificates, as required by the Contract Documents, the Owner shall issue a notice to proceed which shall specify the date on which the Contractor shall start the work, which date shall be a day within fifteen (15) days after issuance of such order.
- 3.4.1 The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

**4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The Technical Specifications shall be the State of Connecticut, Department of Transportation, Standard Specifications Form 816 and the Supplement thereto; dated January 2010 along with Provisions contained herein. Form 816 and Supplements must be obtained from the State of Connecticut by the Contractor.  
Unless directed otherwise, all reference made to the "Commissioner", "The Department" and "The State" when encountered in the documents, shall be deleted and substituted with the term "The Owner" or "RTO".
- 4.2 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.3 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- 4.4 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the RTO, in writing, who shall promptly correct such inconsistencies or

ambiguities, in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and before he receives written corrections by the RTO, shall be done at the Contractor's risk.

## **5. COPIES OF DOCUMENTS AND RECORD DOCUMENTS**

- 5.1 The Contractor shall purchase copies of the Drawings & Specifications, as are reasonably necessary for the execution of the Work from the Town or the Town's vendor.. State of Connecticut, Standard Specifications, Form 816 and Supplements must be obtained from the State of Connecticut by the Contractor.
- 5.2 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him upon completion of the Project.

## **6. SHOP DRAWINGS**

- 6.1 The Contractor shall provide shop drawings (up to 4 copies) as may be necessary for the prosecution of the work as required by the Contract Documents. The RTO shall promptly review all shop drawings. The Engineer's approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.
- 6.2 When submitted for the RTO's review, the Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The drawing will also specify what contract item number the shop drawing pertains to.
- 6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the RTO. A copy of each approved sample shall be kept in good order by the Contractor at the site and shall be available to the RTO.

## **7. MATERIALS, SERVICES AND FACILITIES**

- 7.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work.
- 7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 7.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the RTO.
- 7.5 Materials, supplies or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract to other agreement by which an interest is retained by the seller.

## **8. INSPECTION AND TESTING**

- 8.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards in the industry.
- 8.2 Testing costs shall be as defined in Paragraph 112.C, Samples, Certificates and Tests, of the Supplemental General Conditions.
- 8.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the RTO timely notice of readiness. The Contract will then furnish the RTO the required certificates of inspection, testing or approval.
- 8.4 Neither observations by the RTO nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- 8.5 The RTO and his representatives will at all times have access to the work. In addition, authorized representatives and agents of a participating Federal, State or local agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 8.6 If any work is covered contrary to the written request of the RTO, it must, if requested by the RTO, be uncovered for his observation and replaced at the Contractor's expense.
- 8.7 If any work has been covered which the RTO has not specifically requested to observe prior to its being covered, or if the RTO considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the RTO's request, will uncover, expose or otherwise make available for observation, inspection or testing as the RTO may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate change order shall be issued.

## **9. SUBSTITUTIONS**

- 9.1 Whenever a material, article or piece of equipment is identified on the drawings of specifications by reference to brand name or catalogue number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contract may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the RTO such material, article, or piece of equipment is of equal substance and function to that specified, the RTO may approve its substitution and use by the Contractor with the written permission of the Owner. The RTO's approval shall not release the Contractor



from responsibility from deviations from the Contract Documents. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function of general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

## **10. PATENTS**

- 10.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof.

## **11. SURVEYS, PERMITS, REGULATIONS**

- 11.1 The RTO shall furnish to the Contractor established horizontal control points, all land surveys to establish all base line control points for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown on the Contract Documents. From the information provided by the RTO, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, and other working points, lines, elevations and cut sheets. A copy of the cut sheets shall be furnished to the RTO.
- 11.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of relocating the bench marks, reference points and stakes. The Contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of bench marks, reference points and stakes.
- 11.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the RTO in writing, and any necessary change shall be adjusted as provided in Section 16, **CHANGE IN THE WORK**.

## **12. AVAILABILITY OF LANDS; PHYSICAL AND SUBSURFACE CONDITIONS**

- 12.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless specified otherwise in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 12.2 Subsurface information, which may be contained in these Contract Documents, has been developed from the best available records, the accuracy of which cannot be guaranteed.

If, in the course of construction, conditions are found which result in change of alignment and/or delays necessitating the rescheduling of the Contractor's operation, such changes in alignment or rescheduling of operation shall not constitute the basis of a claim for extra payment.

- 12.3 It is anticipated that the Contractor will provide for contingencies, which may confront him throughout the execution of the Work, in the preparation of his bid.

### **13. SAFETY AND PROTECTION, EMERGENCIES**

- 13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- a. All employees on the Work and other persons who may be affected thereby.
  - b. All the Work and all the materials and equipment to be incorporated therein, whether in storage on or off the site.
  - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 13.2 No materials or other obstructions shall be placed within fifteen (15) feet of any fire hydrant, which at all times must be readily accessible to the Fire Department.
- 13.3 Not more than fifty (50) feet of trench excavation shall be opened at one time without permission of the RTO, and traffic movement must be provided for at all times. At the end of each work day (or unsupervised period) the excavated trench shall be backfilled or plated over to the satisfaction of the RTO. Proper notification shall be given to the RTO as well as the Police Department and Fire Department prior to street closings or any interruption of traffic movements. Street closings will not be allowed.
- 13.4 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including temporary timber ramps/walkways to all entrances/exits along the length of the project and posting danger signs and other warnings against hazards. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The use of explosives is strictly forbidden. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor and anyone directly or indirectly employed by them may be liable, will be remedied by the Contractor.
- 13.5 In emergencies affecting the safety of persons of the Work or property at the site or adjacent to, the Contractor without special instruction or authorization from the RTO or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the RTO prompt written notice of any significant change in the Work or deviations from the Contract Documents caused thereby.
- 13.6 There will be no cost for the work described herein this section but the cost of which shall be included in the overall cost of the project.

**14. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 14.1 The Contractor will supervise and direct the Work efficiently with his best skills and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work he will carefully study and compare the Contract Documents, check and verify all figures shown thereon and all field measurements. He will report, at once, to the RTO any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.
- 14.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the RTO. The superintendent shall not be replaced without consent of the RTO, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

**15. AUTHORITY AND DUTIES OF INSPECTORS**

- 15.1 Inspectors employed by the Owner or RTO shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the RTO. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor issue instructions contrary to the Plans and/or Specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Owner or RTO in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

**16. CHANGES IN THE WORK**

- 16.1 The Town of Stratford may make changes and alterations in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, or by giving extensions of time for the performance of this Contract and without relieving or releasing the Contractor from any of his obligations under the Contract provisions and without affecting the validity of the guarantee bonds and without relieving or releasing the surety or sureties of said bonds. Notice of any such change, alteration, extension or forbearance to the surety or sureties of said bonds shall not be required. All such work shall be executed under the terms of the original contract unless it is necessary or expressly provided otherwise.
- 16.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Town of Stratford authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless undertaken as aforesaid or so ordered.
- 16.3 If applicable unit prices are contained in the Agreement (established as a result of either a

unit price bid or a Supplemental Schedule of Unit Prices) the Town of Stratford may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

- 16.4 If applicable unit prices are not contained in the Agreement, the Town of Stratford shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change, after which the procedure shall be as follows:
- a. If the proposal is acceptable, the Town of Stratford will prepare the change order in accordance therewith for acceptance by the Contractor, and
  - b. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Town of Stratford may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified limit. The following allowance for overhead and profit are hereby established as reasonable and shall apply:
    1. Fifteen Percent (15%) of the net extra cost of all labor furnished by the Contractor. For all labor, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the work, the Contractor shall receive the actual wage paid the foremen, as shown on this certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the work, will be included in the labor item.
    2. For the cost of all insurance and taxes imposed by law on labor employed on the work, the Contractor shall receive the actual amount paid.
    3. Fifteen percent (15 %) of the net extra cost of all materials used by the Contractor less any allowable discounts, delivered on the work, including delivery charges as shown by original receipted bills.
    4. Rental rates for any power operated machinery, trucks or equipment, which it may be found necessary to use on Cost-Plus work shall be negotiated between the RTO and the Contractor. These rates shall be reasonable and shall be based on those prevailing in the area where such work is to be done, and they shall be agreed upon in writing before the work is begun. In no case shall the rental rates exceed the rates as set forth in the most current edition of the "Rental Rate Blue Book", including all Rate Adjustment Tables and amendments, as published by Dataquest, Inc. of San Jose, California, in effect at the time the work is performed. Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments, complete, ready to operate, but excluding operators. Operators shall be paid as stated herein above for labor. No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for use of such equipment.
- 16.5 The RTO will be responsible for the review, evaluation and documentation of any and all Change Orders that may be required. No Change Order, however, will be effective against the Town unless it has been approved by the Stratford Town Council and has been signed by the RTO (See Item 35). The RTO will submit to the Town a cost breakdown, as prepared by the Contractor, for any additional or changed work that is to be performed pursuant to the Change Order. This cost breakdown will include a comparison of the proposed prices and quantities of the Change Order with the original

prices and quantities as bid, and an evaluation by the RTO of the reasonableness of such Change Orders in writing for review with the Town in a complete and expeditious manner.

**17. CHANGE IN CONTRACT TIME**

- 17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the RTO within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2 The Contract Time shall be extended in an amount equal to time lost due to the delays beyond the control of the Contractor if he makes a claim therefore as provided herein. Such delays shall include, but are not restricted to, acts of neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. Delays because of the utility companies' proposed work shall not be considered for an extension to the contract time.
- 17.3 All time limits stated in the Contract Documents are of the essence of the Agreement.

**18. WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 18.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the Contract Documents and any inspection, tests or approvals referred to in Section 8. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents or any inspections, tests or approvals shall be given to the Contractor. All defective work, whether completed or not, may be rejected.
- 18.2 If required by the RTO prior to certification of completion, the Contractor will promptly, without cost to the Owner, either correct any defective work completed or, if the work has been rejected by the RTO, remove it from the site and replace it. If the Contractor fails to take the proper corrective measures after written notice to do so is given by the RTO within a reasonable time, then the Owner may correct such defective work with all costs of correction paid for by the Contractor. An appropriate Change Order will also bear the expense of making good all the work destroyed or damaged by such corrective measures.
- 18.3 If, after the approval of final payment and prior to expiration of one year after final payment (refer to Maintenance Bond) any defective work is found, the Contractor will promptly correct such defects in accordance with the Owner's written instructions and without cost to the Owner. If the Contractor fails to comply with such written instructions within a reasonable time, the Owner may take corrective measures at the expense of the Contractor, including compensation for additional professional services.
- 18.4 A maintenance bond of ten percent (10%) of the Contract Price must be furnished to the Town of Stratford prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment.

**19. APPLICATION FOR PROGRESS PAYMENTS**

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the RTO, for review, an Application for Payment filled out and signed by the Contractor covering the completed Work as of the date of application, including such other data as the RTO may require. Materials stored on the site for future installation shall not be included in the Application for Payment.

- 19.1 The Contractor warrants and guarantees that title to all Work, materials and equipment included and covered by the Application for Payment will have passed to the Owner, prior to making the application, free and clear of all liens, claims, security interests and encumbrances.
- 19.2 The RTO will, within ten (10) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment to the Owner.
- 19.3 The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainer will be held by the Owner until the completion of the Work.
- 19.4 The Owner will within ten (10) days after approval pay the Contractor the due amount.

**20. FINAL PAYMENT**

- 20.1 Upon notice, verbal or written, from the Contractor that the Work is complete, the Engineer will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.
- 20.2 After the Contractor has completed any such corrections to the satisfaction of the RTO and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the RTO may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for labor services, material and equipment furnished thereunder.
- 20.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his approval of the final application for payment, the RTO is satisfied that the Work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.
- 20.4 Final Payment shall constitute one hundred percent (100%) of the contract amount, less previous payments, payable upon submission of a maintenance bond, as set forth, in Section 18, which will remain in effect for the twelve (12) month warranty period.

**21. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

- 21.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the RTO, nor any payment by the Owner to the Contractor under the Contract Document, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act or acceptance by the Owner nor any failure to do so, nor any correction of the Work not in accordance with the Contract Documents shall constitute waiver.

- 21.2. The making and acceptance of final payment shall constitute:
- a. A waiver of all claims by the Contractor against the Owner other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or terms of any special guarantees specified therein.
  - b. A waiver of all claims by the Contractor against the Owner other than those previously made in writing and unsettled.

**22. INDEMNIFICATION**

- 22.1 The Contractor shall indemnify and hold harmless the Town of Stratford, its officers, agents, servants and employees and the RTO from and against all liability, claims, damages losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 22.2 In any or all claims against the Owner, its officers, agents, servants and employees and the RTO by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way to any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

**23. OWNER'S RIGHT TO STOP OR SUSPEND WORK**

- 23.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 23.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and shall fix the date on which Work is to be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or any extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

**24. OWNER'S RIGHT TO TERMINATE**

- 24.1 If the Contractor is adjudged to be bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficiently skilled workmen or suitable material or equipment, or if he fails to make prompt payments to subcontractors for labor, material or equipment, or if he disregards laws,

ordinances, rules, regulations or any orders of any public body having jurisdiction, or if he disregards the authority of the RTO, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and all material, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the RTO and incorporated in a Change Order.

24.2 While the Contractor's services may have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

24.3 Upon written notice of seven (7) days to the Contractor, the Owner may, without cause or prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed.

**25. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

25.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of a court or other public authority, or the RTO fails to act on any Application for Payment within thirty (30) days after submission or the Owner fails to pay the Contractor any sum approved by the RTO within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and RTO, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a 15% profit on expenses sustained. In addition and in lieu of terminating the Agreement, if the RTO has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven (7) days notice to the Owner stop the Work until he has been paid all amounts then due.

**26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

26.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

**27. CONTRACT SECURITY**

27.1 The Contractor shall furnish a surety bond acceptable to the Owner in the amount equal to one hundred (100%) percent of the Contract Price as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company, satisfactory to the Owner and doing business in the State of Connecticut.

**28. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**



- 28.1 It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed. See Time for Commencement and Completion, Page SC-2 of the Special Conditions.
- 28.2 The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 28.3 If the Contractor shall neglect, fail or refuse to complete the Work within the time specified or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time set forth in the Contract for completing the work. See Liquidated Damages for Delay, Page SC-2.
- 28.4 The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages incurred and shall be retained from time to time by the Owner from current periodical estimates.
- 28.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed by the completion of any Work, the new time limit fixed by such extension shall be the essence of this Contract.
- 28.6 Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:
- a. To any preference, priority of allocation order duly issued by the Government;
  - b. To any unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
  - c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this section.

## **29. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- 29.1 The insurance documents shall be executed by a financially strong insurance or surety company with an AM Best Rating of B+ of better, acceptable to the Department of Finance, Town of Stratford..
- a. Owner's Protective Liability and Property Damage Insurance for and in the name of the Town of Stratford, its officers, agents, servants, and employees, covering all claims against the Town arising out of this contract. Said policy shall be in force for a period of not less than one year and shall be provided to the Town prior to

starting any work under this contract. The State of Connecticut shall be listed as an additional insured.

- b. A General Liability policy including but not limiting coverage to include premises/operations, products/completed operations, Broad Form Property Damage with a combined single limit of liability of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000 or a Commercial General Liability policy of an occurrence basis with a general aggregate limit of not less than \$1,000,000, a Products/Completed Operations Aggregate limit of not less than \$1,000,000, and a limit of liability each occurrence of not less than \$2,000,000, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The State of Connecticut shall be listed as an additional insured.
- c. Automobile Liability and Property Damage Insurance for any auto including but not limiting coverage to hired and non owned autos in the amount of \$1,000,000 each accident on a combined single limit of liability basis for Bodily Injury and Property Damage, or a limit of liability for Bodily Injury of \$1,000,000 per person and Bodily Injury of \$1,000,000 per accident and a Property Damage limit of \$1,000,000 each accident. Uninsured Motorist Coverage of \$1,000,000 for Bodily Injury caused by an accident and including but not limiting coverage to the ownership, maintenance or use of an uninsured motor vehicle, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The State of Connecticut shall be listed as an additional insured.
- d. Worker's Compensation Insurance required by law and Employer's Liability Insurance for at least the minimum amounts of liability for Bodily Injury by accident of \$100,000; Bodily Injury by disease each employee of \$100,000; and Bodily Injury by disease, policy limit of \$500,000.
- e. The Contractor shall require the same insurances that it is required to carry by the Town to be carried by any subcontractors hired by it and obtain certificates of insurance before subcontractors are permitted to begin work. The Contractor shall require that the Town of Stratford and the State of Connecticut, its officers, agents, servants, and employees to be named as additional insureds on all subcontractors insurance, excluding Worker's Compensation.
- f. As to all insurances required, the insurance company/ies shall provide a certificate of insurance to the Town certifying that the insurance is in force and describing the coverage, the parties insured and expiration data and stating that the insurance company shall notify the TOWN in writing not less than thirty (30) days in advance of the expiration, termination, restrictive amendment, reduction or other change in coverage.

The Contractor shall maintain such coverage in force during the whole period of his obligations under the contract and with an insurance company or companies with an AM Best Rating of B+ or better, licensed to write such insurance in Connecticut, and acceptable to the Town of Stratford. The amounts of such insurance carried shall not be less than the minimum amounts set out elsewhere herein, but the stipulation of minimum

amounts or the acceptance by the Town of Stratford, of certificates indicating the limits of coverage shall in no way limit the liability of the Contractor to any such amounts.

Certificates of the insurance company or companies, carrying the required insurance for the Contractor, must be submitted to the Town of Stratford before the Contractor executes the Contract and occupies any portion of the work or begins any work as set forth within the contract documents.

### **30. WAGE RATES**

- 30.1 When required by State Statute, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed as determined by the Department of Labor (see attached if applicable).
- 30.2 Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- 30.3 The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the Town of Stratford.
- 30.4 Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, of this project on behalf of the Town of Stratford or any of its agents at a rate of wage less than customary or prevailing for the same work in the same trade or occupation in the Town, shall be fined not more than one-hundred and fifty (\$150.00) dollars for each offense and shall be subject to other penalties, obligations and fines as defined by the State of Connecticut Department of Labor.

### **31. ASSIGNMENTS**

- 31.1 The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

### **32. SEPARATE CONTRACTS**

- 32.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the RTO any defects in such work that render it unsuitable for such proper execution and results.
- 32.2 The Owner may perform additional work related to the project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other

contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

### **33. SUBCONTRACTING**

- 33.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 33.2 The Contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner.
- 33.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- 33.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractors the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 33.5 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

### **34. RTO'S AUTHORITY**

- 34.1 The RTO shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret intent of the Contract Documents in a fair and unbiased manner. The RTO will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 34.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 34.3 The RTO will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 34.4 The RTO shall promptly make decisions relative to interpretation of the Contract Documents.

### **35 §8 COMPLIANCE WITH LOCAL ORDINANCE**

No changes in the terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval of the Stratford Town Council. The contractor's attention is directed to Chapter 8, an ordinance regarding change orders. Specifically, the following sections shall be made part of this contract.

8-4 Definitions

a. Any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work

Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the project architect or the Town Engineer or his/her designee in the absence of an architect before work not included in the contract is commenced.

**SUPPLEMENTAL GENERAL CONDITIONS  
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**101. GENERAL**

Where any paragraph or subparagraph of the General Conditions is supplemented by one of the following paragraphs, the provisions shall be considered as added thereto. Should any of the added paragraphs following hereinafter be in conflict with the provisions of the General Conditions, the provision of the Supplemental General Conditions shall control, unless specifically indicated herein.

**102. PROTECTION OF PERSONS AND PROPERTY**

- a. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel and shall protect from damage, included but not limited to, all buildings or other public or private structures, lawn, terraces, trees, curbs, gutters, flagging, crosswalks, water pipes, hydrants, electric light and telephone poles, water stop cocks, manholes, gas pipes, conduits and other underground appurtenances on the line of the work, and adjacent thereto, and at his own cost, repair or replace to the satisfaction of the respective owners and the RTO, any of the aforementioned items which may become damaged or displaced at any time during the progress of the work. He shall, at his own expense, wherever necessary or required, maintain fences, install shoring, provide watchmen, maintain red lights, post danger signs warning against the hazards created by the construction work, and he shall take other such precautions as may be necessary to protect life and property, and he shall be responsible for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.
- b. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations, open excavations, underground and aboveground utilities and appurtenances and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any kind and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Stratford and the RTO, its officers, agents, servants and employees, from any damages including court costs and attorneys fees, on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Stratford and the RTO, its officers, agents, servants and employees may be sued, claimed against, or become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- c. Watchmen shall patrol the areas of the work within the limits of the contract at all times when the Contractor's working crews are not present including Saturdays, Sundays and holidays, twenty-four (24) hours per day. In the designated area watchmen shall check at uniform intervals, over a specific route, site conditions, all warning lights and barricades. During inclement weather, he shall diligently patrol all areas of the work and barricade any hazards discovered. The Contractor's repair crews shall correct any problems found by the watchmen or identified by the Town or the RTO as a condition which must be corrected immediately. Following contact of the repair crew, the local police and the Resident Engineer shall be advised of the situation. Should the Contractor fail to commence repairs, within two (2) hours, the nearest available alternate (not Contractor's personnel) crew will

be assigned the repair work, all costs of which will be deducted from the Contractor's next authorized partial payment.

- d. As soon as subsurface work on rights-of-way is completed, the Contractor shall fulfill his contractual obligations and restore private properties to their original conditions to the satisfaction of the owners and the RTO. In case of failure on the part of the Contractor to restore damaged property, the RTO may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed and the cost thereof may be deducted from any moneys due, or to become due the Contractor under this contract, or the Owner may deduct from any money due, or to become due the Contractor under this contract, a sum sufficient in the judgment of the RTO to reimburse the owners of the property so damaged or injured.
- e. Compensation for all costs borne by the Contractor for labor, materials, etc., required to completely provide protection to persons and property, including watchmen services, shall be included in the various unit and/or lump sum prices bid in the proposal.

**103. COMMUNICATIONS**

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the RTO, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepared to any telegraph company for transmission, in each case addressed to such office.

Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same was dropped in United States Mail with sufficient postage, or in the case of telegrams, at the time actual receipt as the case may be.

**104. CORRECTION OF WORK**

The inspection and/or approval of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed and defective work shall be made good and unsuitable materials shall be rejected notwithstanding that such work and materials have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the RTO. Nothing in this contract shall be construed as vesting in the contractor any right or property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

**105. WARRANTY OF TITLE**

Materials, supplies, or equipment purchased for the work shall not be subjected to any chattel mortgage or under a conditional sale or other agreements by which interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and



equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town of Stratford free from any claims, liens, or charges.

Neither the Contractor nor any person, firm or corporation furnishing any material, or labor for any work covered by this contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contract in the hands of the Town of Stratford. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such materials.

**106. PROGRESS OF WORK**

In general, work shall be continued and prosecuted throughout the term of the Contract, including the winter season. The Contractor will be expected to keep working whenever possible. The RTO will determine when conditions are unfavorable for work, or for any portion thereof and may order that the work be suspended on any part or all portions of the Contract whenever, in his opinion, the conditions are not such that will insure first-class work.

**107. CONSTRUCTION EQUIPMENT**

Prior to the start of the work, the Contractor shall submit to the RTO, for his approval, a "Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used on the Town streets shall be equipped with rubber tires unless that road is to be overlaid or reconstructed. The use of equipment without rubber ties shall be by written approval and under the direction of the RTO.

**108. PUBLIC UTILITIES**

The Contractor's attention is called to the fact that he is obligated by State law to notify the Public Utilities Control Authority (Phone No. 1-800-922-4455) 72 hours prior to beginning any digging. This "One Call Before You Dig" system will assure that each utility will have marked its line in the field before any digging activity commences.

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is only for information and convenience of the Contractor and is in no way warranted to indicate the true conditions.

The Contractor shall inquire of the utility companies and the Town as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs of such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified.

The Contractor shall, without expense to the Town of Stratford and to the satisfaction of the RTO, do everything necessary to support, protect and maintain all pipes, conduits, sewers, drains, wires, poles or fixtures of all kinds in line of the work or adjacent thereto, and all fences, buildings or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least forth-eight (48) hours notice, before breaking ground, to the owners of the structures, pipes or wire conduits that may be affected by his operations and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do

so, but will require them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

The Contractor shall take proper steps to protect the main lines of public utilities in the immediate vicinity of the work when endangered by the operations of the Contractor, and, if the Contractor fails to make adequate provisions to protect such lines or structures, the RTO may employ others to perform protective work, as may be reasonably needed, at the Contractor's expense.

#### **109. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Town of Stratford for any additional information not already in his possession, which should be furnished by the Town of Stratford under the terms of this contract, and which he will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at the time. The Contractor shall, if requested, furnish promptly any assistance and information the RTO may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in this work or to others arising from his failure to comply with the provisions in this section.

#### **110. INSPECTION**

- a. All materials and workmanship will be subject to inspection, examination or test by the Town of Stratford and the RTO at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The RTO shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town of Stratford may by contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor without prejudice to any other rights or remedies of the Town of Stratford.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 112 -SAMPLE, CERTIFICATES AND TESTS).
- c. The Contractor shall notify the RTO sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the RTO, the Contract shall uncover for inspection and recover such facilities all at his own expense when so requested by the RTO.
- d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specification shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the

Contract, (3) damage or loss in transit, of (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as whole or in part will be made at each project site.

- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town of Stratford or its agents shall relieve the Contractor of his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### **111. MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The RTO shall decide whether such workmanship, equipment, material and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the RTO shall decide the question of equality.
- b. The Contractor shall furnish to the Town of Stratford for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance, characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 112 -SAMPLES, CERTIFICATES AND TESTS.) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- c. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standard referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- d. In addition to the requirements of the General Specifications, prior to the start of the work, the Contractor shall notify the RTO in writing of his anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the RTO in writing of any change in his source or anticipated source of materials.

#### **112. SAMPLES, CERTIFICATES AND TESTS**

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the RTO, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the RTO. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and address of the producer and all specifications or other detailed information which will assist the RTO in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b. Approval of any materials shall be general and shall not constitute a waiver of the Town of Stratford's right to demand full compliance with Contract requirements. After actual deliveries, the RTO will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the RTO will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the RTO, the cost of such removal or replacement shall not be considered cause for a change in the contract price or for extension of the contract time.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1 The Contractor shall furnish without extra cost, including packing and delivery charges to a testing laboratory designated by the RTO, all samples required by the RTO for testing purposes. The material to be tested shall be included but not be limited to offsite material for backfill, bituminous concrete, concrete for pavement, lean concrete, etc.
  - 2 The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.
  - 3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
  - 4 The Town will assume the cost of the initial testing on the material as required by the RTO.

### **113. PARTIAL USE OF SITE IMPROVEMENTS**

The RTO, at his election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in his opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 18 under GENERAL

CONDITIONS, shall not begin to run until the date of the final payment of all work which the Contractor is required to construct under this Contract.

**114. FIRES**

Open burning of trash, debris, etc., shall not be permitted on the Project Site.

**115. BLASTING AND EXPLOSIVES**

The use of explosives is strictly forbidden on this project.

**116. DEWATERING**

The Contractor's operations shall conform to the applicable sections of Form 816 and the cost of dewatering shall be included in all the various contract items.

**117. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the Town of Stratford. Drinking water will be provided from an approved source, so piped or transported as to keep it safe and fresh served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

**118. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed by the RTO during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public right-of-way in a neat and clean condition. Trash burning on the site of the work will not be allowed.

Stumps and large pieces of wood will be disposed of by the Contractor at some legal disposal site.

No separate payment will be made for this removal, clean up, and disposal and costs shall be included in the applicable contract unit prices.

**119. CLAIMS FOR EXTRA COST**

- a. If the Contractor claims that any instructions by Drawings or otherwise involved extra cost or extension of time, he shall, within ten (10) days after the receipt of such instruction, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Town of Stratford and the RTO, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground

was disturbed, clearly showing that errors exist which resulted, or would result in handling more material or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps will at once be reported to the RTO and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the RTO.
- d. If, on this basis of available evidence, the RTO determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in Section 16 -CHANGES IN THE WORK under GENERAL CONDITIONS.
- e. During the progress of the work, if the Contractor encounters at the site (1) subsurface or latent physical conditions differing materially from those indicated in the Contract, or (2) unknown physical conditions differing materially from those inherent in the work of the character provided for in this Contract, he shall promptly and before such conditions are disturbed, notify the RTO in writing. The RTO shall thereupon investigate such conditions and if he finds that they do materially differ, he shall cause such changes to be made in the Specifications and Drawings as may be deemed necessary, and shall make such equitable adjustment in the Contract Price or time as is justified, if any, by written order, as provided in the Section 16 -CHANGES IN THE WORK under GENERAL CONDITIONS. No claim of the Contractor for adjustment hereunder shall be allowed unless he has given notice as above required.

## **120. DISPUTES**

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town of Stratford and the RTO for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Stratford and the RTO of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Town of Stratford will be in writing and will be mailed to the Contractor by registered mail, return receipt requested. The Town of Stratford's decision will be final and binding upon the parties, unless clearly arbitrary and capricious.

## **121. FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the RTO in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection. If the RTO determines that the status of the improvements is as represented, he will make arrangements necessary to have

final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of the Town of Stratford and the RTO.

**122. DEDUCTION FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute.

**123. MINIMUM WAGE FOR POLICE**

Any police officer, reserve, special or otherwise, employed by the Contractor, shall be paid the wage rate set by the Stratford Police Department. All costs for employing same shall be paid by the Contractor if their use is not directed by the Town but instead at the Contractor's option. Contractor shall comply with the local ordinance governing traffic control.

**124. OVERTIME**

No night, Saturday, Sunday or holiday work requiring the presence of an Engineer, Inspector or observer will be permitted, except in case of emergency and then only to such an extent as is absolutely necessary and with written permission of the RTO.

The standard work day for this project shall be eight (8) hours and the standard work week shall be forty (40) hours. In the event the Contractor wishes to extend these hours, he may do so only with the written permission of the RTO. The Contractor shall be required to pay to the Town of Stratford the difference between the standard hourly rate and the overtime hourly rate for an inspector and/or RTO for those hours of work over eight (8) per day and forty (40) per week.

The calendar days allowed for this project have been based upon a forty (40) hour work week. The calendar days allowed shall be decreased proportionally for those hours worked beyond the normal forty (40) hour work week.

**125. ARCHEOLOGICAL FINDS**

During the life of the Contract, the Contractor is herewith required to immediately notify the following persons and organizations in the event that any articles such as "charcoal," "bone," "shell," "cultural objects," "fire cracked stones" or "stone flaking material" or any other such related items of historical significance are discovered:

- a. RTO.
- b. Local Historical Society by official name.
- c. Connecticut Historical Commissioner.
- d. Resident Engineer or Inspector.

**126. COMPENSATION**

Unless otherwise specified, all items of cost required to fulfill the general terms and conditions of the contract shall be included in the price or prices put to bid in the proposal for the contract upon which a bid is being submitted.

**127. WAGE RATES**

Wage rates, establishing minimum rates, issued by the Connecticut Labor Department on a copy of which is attached is hereby made a part of this contract.

**128. STATE OF CONNECTICUT PUBLIC ACT 86-87**

All contractors are required to conform to Public Act 86-87, "An Act Concerning Worker's Compensation Insurance Requirements for Contractors on Public Works Projects and State Licenses," as approved on October 1, 1986.





**129. EQUAL EMPLOYMENT OPPORTUNITY**

- a. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, the State of Connecticut or the Town of Stratford.

The aforesaid provision shall include, but not be limited to, the following: Advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges or employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

- b. The contractor shall hereafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its nondiscrimination requirements.
- c. In all pre-contractual contacts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.
- d. Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state, and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**130. GROUND WATER**

The ground water elevation has not been determined. The Contractor should base his bid on the assumptions that the ground water conditions will be high throughout the limits of the project and he must dewater all trenches.

SPECIAL CONDITIONS

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### **TIME FOR COMMENCEMENT AND COMPLETION**

The Contractor shall commence the work under this contract within fifteen (15) days of date of the Notice to Proceed issued by the RTO and shall fully complete all the work stipulated in these Contract Documents within the specified number of calendar days (including the winter shutdown period) after the date of the Notice to Proceed.

### **SEQUENCE OF OPERATIONS**

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Section "Time for Commencement and Completion".

All times will be computed from the commencement date as stipulated in Section "Time for Commencement and Completion" of these Contract Specifications. There will be a shutdown period for this project from December 19th through the following March 1st.

All roadways must be open to existing traffic conditions during the winter shutdown period.

Contractor is responsible for all necessary permits; including, but not limited to, road opening, sidewalks, curbs, ConnDOT Construction, etc.

### **LIQUIDATED DAMAGES FOR DELAY**

The Contractor guarantees that he can and will complete the work within the time limit stated in the Contract Documents or within the time as extended and provided elsewhere in the Contract Documents. In as much as the damages and loss to the Town, which will result from the failure of the Contractor to complete the work within the stipulated time, will be most difficult or impossible to accurately assess, the damages to the Town for such delay and failure on the part of the Contractor shall be liquidated in the sum stipulated in the Supplemental Specifications & Conditions (a minimum of \$500 if not so stipulated) for each calendar day (Sunday and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The Town will deduct and retain out of any money due or to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the Town.

#### **301. PROJECT SITE**

The project site will be as described in the Supplemental Conditions and Specifications and as shown on the drawings.

#### **302. CONTRACTING AUTHORITY**

The Contracting Authority for the purpose of this Contract shall be the Town of Stratford, CT.

**303. SEQUENCE OF OPERATIONS**

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Page SC-1 -"TIME FOR COMMENCEMENT AND COMPLETION". This specified time includes all coordination and any delay time caused by the utility companies' proposed work.

The limits of construction are subject to modification at any time.

All times will be computed from the commencement date as stipulated in Page SC-2 - "TIME FOR COMMENCEMENT AND COMPLETION," of these Contract Specifications.

Sequence shall be developed in such a manner as to maintain access to adjacent properties at all times.

**304. WATER POLLUTION ABATEMENT**

Under no circumstances shall the Contractor allow sanitary sewage to be discharged into any storm sewer, river, brook, stream, creek, or storm ditch. A complete plan of the procedure for maintaining flow shall be submitted to the RTO and other Local, State or Federal Agencies as required for review and approval prior to commencing construction of sanitary sewers which require the maintenance of flow of sanitary sewage. Approval of the procedure shall in no way relieve the Contractor of his responsibilities for compliance with the specifications. In case of the failure of any component of the sewage system, the Contractor shall take immediate action to insure that sanitary sewage does not discharge into any storm ditch. These immediate actions shall include whatever labor (including overtime), materials and equipment as may be required and all work shall be done at no cost to the Town.

If no action is taken within four (4) hours of discovery or notifications that the sewerage system has failed or is any way defective, the Town may proceed with corrective work and deduct whatever costs are incurred from future payments to the Contractor.

### **305. TRAFFIC AND CONSTRUCTION**

The Contractor shall maintain and protect traffic in accordance with Form 816 Section 9.71 MAINTENANCE AND PROTECTION OF TRAFFIC and Section 9.70 - TRAFFICMEN, of the Contract Specifications and with the following additional requirements:

- a. Where referred to herein, "Normal Work Hours" are to be 7:30 a.m. to 4:00 p.m., Monday through Friday only, unless otherwise specified.
- b. At no time shall work occur outside Normal Work Hours or Holidays on any portion of this project without prior written approval from the RTO for such work.
- c. Prior to construction the Contractor shall submit for approval a plan describing the areas where traffic will be disturbed and the Contractor's method of controlling and protecting the traffic at each location.
- d. During Normal Work Hours the Contractor shall maintain minimum travel lanes.
- e. Detouring of traffic shall be done according to the Manual on Uniform Traffic Control Devices and in accordance with Connecticut Department of Transportation standards for State Roadways.
- f. Alternating one-way traffic operations will be allowed only where approved by the Town Engineer and the RTO.
- g. The Contractor shall maintain access to all driveways.
- h. Prior to the commencement of any activity, which will require Town Police, the Contractor shall notify the Town of Stratford Department of Police Services and request an off-duty police officer to act as a trafficman. When Town police officers are required, the Contractor shall call the week before to set up time for the following week, (identifying the job as a Town job), and then call each morning to verify that police will be sent for that day. The Contractor shall not be paid for this service as the Town will pay police directly.
- i. The work necessary to achieve the above conditions will not be paid for separately unless an item is contained in the bid form. Note that the price for "Maintenance and Protection of Traffic" shall include all costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, relocating and storing of all traffic control devices such as signs, barricades, cones, drums, flashers and markings.
- j. Vehicular and pedestrian access to buildings and residences must be maintained at all times
- k. Compliance with the local Noise Ordinance is required.

**306. PUBLIC RIGHTS-OF-WAY**

All public rights-of-way beyond the limits of work shall be restored to the original condition existing prior to construction was started.

The Contractor shall confine all of his operations to within the public rights-of-way areas unless otherwise directed. The Town of Stratford will make no additional payment to the Contractor for any work required to restore the public rights-of-way, beyond the Limit of Work, to their original conditions.

**307. EXISTING SERVICE LATERALS**

**307.1 GENERAL**

All existing gas, water, electric, telephone and cable TV service laterals which are disrupted for any reason (except conflicts) in the course of completing the work shall be relayed, reconnected, replaced and/or relocated in kind by the Contractor or the utility company at no cost to the Town.

Any lawn areas, sidewalks, curbs, or other areas which have been disturbed or damaged during construction shall be restored to original conditions by the Contractor at no cost to the Town.

Once any service to any building is disrupted, the Contractor shall work continuously until service is restored. This includes working beyond the normal work day, if required.

**307.2 GAS SERVICE LATERALS**

The Southern Connecticut Gas Company shall make all repairs, replacements and/or relocation of gas service laterals; however, the Contractor is responsible for reporting damage to the laterals or conflicts with the new sewer to the Gas Company and the Contractor will be charged by the Gas Company for the repair, relocation or replacement work. No additional payment will be allowed to the Contractor for repair, relocation or replacement of gas service laterals to be performed by the Gas Company and charged to the Contractor (except for conflicts).

**307.3 WATER SERVICE LATERALS**

The Contractor shall be responsible for the repair, replacement, and/or relocation of water service and fire service laterals in accordance with the requirements of the Aquarion Water Company rules and regulations currently in effect.

Once the water or fire service to any building is disrupted, the Contractor shall work continuously until the service is restored. This includes working beyond the normal work day, if required. The Contractor shall notify the Service Department of the Water Company of all services adjusted or relocated so they may inspect the work.

No additional payment will be made for repairing, replacing, relocating or reconnecting water service laterals.

#### 307.4 ELECTRIC AND TELEPHONE AND C.A.T.V. LATERALS

The Contractor shall be responsible for the repair, replacement and/or relocation of these service laterals in accordance with the requirements of the applicable utility company, the current codes and as approved by the RTO. This work will be performed at no cost to the Town.

#### **308. EXISTING SIDEWALK AND CURBING**

Any existing sidewalk or curbing which is removed or damaged due to any of the Contractor's operations and which is not scheduled to be replaced shall be replaced by the Contractor with sidewalk and/or curbing in kind and all costs involved in this work shall be included in the various contract unit prices and no additional costs shall be incurred for this work by the Town. This work will be performed at no cost to the Town.

#### **309. EXISTING SEWERS AND CULVERTS (STORM AND SANITARY)**

The Contractor shall be responsible for maintaining and protecting all existing storm and sanitary sewers, service laterals, culverts, catch basins and manholes encountered in the work under this Contract.

The Contractor shall save the Town of Stratford harmless and shall be solely responsible for any liabilities or damages arising from his work near, under or through existing storm and sanitary sewers, service laterals, culverts and appurtenances. The Contractor shall repair and replace, as required by the RTO, any existing sewers, culverts, catch basins and manholes damaged as a result of his work. There will be no payment by the Town for work covered in this section unless authorized in writing by the RTO. The Contractor shall schedule his operations so as to insure and maintain the uninterrupted flow in existing storm and sanitary sewers at all times.

#### **310. DUST CONTROL**

In addition to the requirements for traffic under Section 118 of the Supplemental General Conditions, the Contractor shall be responsible for controlling dust from his operations and, when ordered by the RTO, shall use calcium chloride for dust control per section 9.42 of form 816.

#### **311. RESTORATION OF PROPERTY**

No materials or equipment shall be allowed on private property including driveway aprons and sidewalks within the Town's or State's right-of-way at any time. The Contractor shall be responsible for any damage incidental to the removal and reconstruction operations. All property shall be restored to a condition similar to that which existed before operations started.

The Contractor's attention is called to the fact that no additional payment for this work shall be made. All costs for this work, including labor, materials and equipment shall be considered to be included in the various items included in the bid.

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### 312. LIGHTING

Existing roadway lighting must be maintained at all times.

### 313. PROTECTION OF TREES AND SHRUBS

- a. Existing trees and shrubs shall be retained as far as possible, or as designated by the RTO. No trees and shrubs shall be removed without written approval by the Town of Stratford Tree Warden. No trees shall be used as derrick stays or other fastening. If any trees or shrubs shall be severely injured by mechanical means and do not survive, the Contractor shall remove and dispose of each such tree or shrub and replace it with a healthy tree or shrub of the same species and equivalent height and diameter, all as approved by the Owner.
- b. Trees and shrubs to remain shall be protected from damage and, where necessary, adequate wooden barricades shall be constructed around trees to prevent damage from machine operations. If soil over roots or trees to remain becomes compacted, it shall be restored by proper cultivation to a condition which will permit adequate aeration of the soil. Materials shall not be stored near trees designated to remain in a manner which will cause damage to the trees.
- c. **Any tree required to be removed must be posted by the Town of Stratford Tree Warden at least ten (10) days prior to removal. Tree Warden may be contacted at the Conservation Department (phone No. 203-385-4006).**
- d. Where trees, shrubs, branches, and roots are removed, they shall be disposed of by the Contractor. Burning will not be permitted unless prior permission in writing is obtained from Town authorities having jurisdiction and, if permitted, shall be subject to all rules, regulations, and precautions applicable thereto.
- e. Where trees and/or shrubs are required to be replaced, repaired, restored, or treated, such work shall be carried out by or under the direction of a qualified tree surgeon or nurseryman acceptable to the Owner. Upon completion and before final acceptance of the work, the tree surgeon or nurseryman shall submit a certificate to the RTO certifying that the work has been properly performed by him or under his direction. There is no separate pay item for this work; it is included in the prices bid for all other contract items.

### 314. WORK ON STATE AND TOWN ROADS

- a. All work along and across State and Town roads shall be carried out in accordance with the requirements of the public authorities having jurisdiction over such roads. It shall be the responsibility of the Contractor to ascertain such requirements and to comply with all applicable laws, ordinances, regulations, etc. pertaining to the work. The Contractor shall, at his own expense, procure all required permits and licenses and pay all required fees, deposits, etc. which may be required by the authorities having jurisdiction. All town permits must be obtained by the Contractor, but the fee for those town permits will be waived.

- b. If any part of the requirements described in these specifications or indicated on the drawings are in conflict with the requirements of the public authority having jurisdiction over the work described or indicated, then the public authority's requirements shall take precedence. However, where these specifications and drawings require better materials, methods or workmanship which are also acceptable to the public authority having jurisdiction, then these specifications and drawings shall govern.

**315. USE OF PREMISES AND REMOVAL OF DEBRIS**

- a. The Contractor expressly undertakes at his own expense:
  - 1) To take every precaution against injuries to persons or damage to property;
  - 2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors. Contractor's personnel and equipment shall not be allowed upon nor materials stored upon any private property without the prior written permission of the Owner of the property. Existing improvements removed, disturbed, damaged or altered as a result of the work of this Contract shall be restored by the Contractor;
  - 3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
  - 4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, and at all times the site of the work shall present a neat, orderly and workmanlike appearance;
  - 5) Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
  - 6) To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the RTO, not to cut or otherwise alter the work of any other Contractor.
- b. If the Contractor fails within 48 hours written notice from the RTO to remove rubbish, scrap materials and debris, repair and/or restore damaged existing improvements caused by his operations, the RTO or Owner may have the work done by others and all costs thereof will be deducted from monies due or about to become due to the Contractor.

**316. PAYMENT**

Except where otherwise specifically stated, no separate or additional payment will be made for conformance with any of the provisions of these Special Conditions, and all costs in connection therewith shall be deemed to be included in the appropriate prices stated in the Bid Proposal for the Contract upon which bid is being submitted.

**317. PROJECT SIGN**

The project sign will be furnished and erected by the Town, if required.

**TOWN OF STRATFORD  
ENGINEERING DEPARTMENT  
SUPPLEMENTAL CONDITIONS**

Supplemental Information Re: Permanent Pavement Repair covering the period of August 1, 2014 – September 30, 2016.

In lieu of Item 2 - "Bid Security" under Information for Bidders on the Standard Form covering Contracted Services, each bidder must accompany his bid with a bid bond or certified check in the amount of \$1000.00 payable to the Town of Stratford.

In lieu of a Performance Bond for 100% of the total bid, as called for under Item 11 - "Performance Bond" under Information for Bidders, the successful bidder will be required to furnish a Performance Bond in the amount of \$10,000.00

Insurance Coverage and other conditions, reservations and instructions as outlined in the Standard Form covering Contracted Services apply to this Contract.

The Town of Stratford reserves the right to accept the two lowest acceptable bidders, when work requires same.

It will be an essential part of the contract obligation that all orders issued by this department for this work be completed within two weeks of the date of the order. No work is to be started by the contractor until this department has issued a formal order to cover the specific job or jobs.

Failure to perform the work as required shall be cause for the Town of Stratford to have the work completed by others, in which case the contractor and his bonding company will be responsible to the Town for any increased costs for having the work done.

The contractor will not be penalized for failure to deliver materials under this contract where such failure results from a contractor's inability to secure materials as a result of strikes, or other conditions over which the contractor has no control.

## **SCOPE OF WORK PERMANENT PAVEMENT REPAIR BID**

The contractor shall provide all labor, materials and equipment necessary to perform permanent pavement repairs to street openings made to Town streets during the previous year.

The contract period will be for the duration as stated in the Supplemental Conditions, beginning on the date of contract execution and is subject to one-year extensions if mutually agreeable under the same terms, prices and conditions.

The contractor shall permanently pave street openings at the locations designated by the Town in accordance with the Town's "Specifications for Road Construction and Allied Appurtenances" from the Town Engineer's office as supplemented herein.

1. The contractor shall saw cut the pavement a minimum of six inches (6") back along the line of the trench excavation line. All cuts shall be parallel or perpendicular to the curb line.
2. The contractor shall excavate the temporary patch material to a depth below finish grade of three inches (3") minimum or to the depth of existing pavement whichever is greater and excavate additional unsuitable material if directed. The contractor shall place processed gravel, as required for grading or replacing unsuitable material, and compact to 95% optimum dry density. All excess material shall be disposed of by the contractor at an approved location.
3. The contractor shall clean and completely tack the vertical face with penetrating asphalt emulsion (CRS2 asphalt emulsion or approved equal).
4. The contractor shall place a minimum of three inches of Class II bituminous concrete in two courses or more as required for thicker asphalt section, compacted with a minimum 10-ton roller in equal layers. The surface of the butted joint will be sealed with asphalt emulsion and mineral filler will be spread over the entire patch, which shall then be opened to traffic.
5. The contractor shall call for an inspection prior to final paving.
6. The contractor shall be responsible for the maintenance or repair of the trench patch for a period of one year from the completion of the work.
7. Curb repair shall include removing damaged curb, cleaning the surface and installing new hand or machine made curb on a cost per linear foot basis.

**BID 2014-049  
PROPOSAL  
AND  
SUPPLEMENTAL SPECIFICATIONS  
PERMANENT PAVEMENT REPAIR  
STRATFORD, CONNECTICUT**

**CONTRACT 2014-01  
PERMANENT PAVEMENT REPAIR**

The bidder's attention is directed to document entitled "Department of Engineering, Specifications for Road Construction and Allied Appurtenances, Town of Stratford, Connecticut, dated 1975".

**TOWN OF STRATFORD  
DEPARTMENT OF ENGINEERING**

**BID SUBMITTED BY:** \_\_\_\_\_ **(CONTRACTOR)**  
\_\_\_\_\_ **(ADDRESS)**  
\_\_\_\_\_  
\_\_\_\_\_ **(TELEPHONE NO.)**

**BID FORM  
PERMANENT PAVEMENT REPAIR**

Gentlemen:

The undersigned declare that he has or they have carefully examined the pertinent Contract Documents and will provide all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials called for by the plans and specifications, in the manner prescribed thereon and therein, and in accordance with the requirements of the Engineer and the Town of Stratford, for the following sums, to wit:.....

Conventional Pavement Repair

<u>Repair Size (SY)</u>	<u>3"-3.9" Depth Lump Sum</u>	<u>4"-5.9" Depth Lump Sum</u>	<u>6"-8.0" Depth Lump Sum</u>
0.0-4.9	\$ _____	\$ _____	\$ _____
5.0-6.9	\$ _____	\$ _____	\$ _____
7.0-8.9	\$ _____	\$ _____	\$ _____
9.0-10.9	\$ _____	\$ _____	\$ _____
11.0-12.9	\$ _____	\$ _____	\$ _____
13.0-14.9	\$ _____	\$ _____	\$ _____
15.0-16.9	\$ _____	\$ _____	\$ _____
17.0-20.9	\$ _____	\$ _____	\$ _____
21.0-24.9	\$ _____	\$ _____	\$ _____
25.0-or more	\$ _____	\$ _____	\$ _____

Curb repair - hand formed Class II or III bituminous concrete

Price per linear foot \$ \_\_\_\_\_

Curb repair - machine formed Class III bituminous concrete

Price per linear foot \$ \_\_\_\_\_

The undersigned bidder certifies that his bid is made independently without collusion or planned course of action with any other bidder or to any person outside the employ, or engagement by the contractor, prior to the bid opening.

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

**SUBMITTED BY:** \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ (Company)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_  
 \_\_\_\_\_ (Telephone)