

**INVITATION TO BID  
TOWN OF SIMSBURY  
(EQUAL OPPORTUNITY EMPLOYER)**

Project: **DRAINAGE IMPROVEMENTS  
EAST WEATOGUE STREET  
Project No. DPW 2018-2**

Sealed bids, endorsed " **EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS** " will be received at the office of the Finance Director, 933 Hopmeadow St., (Route 10/202), Simsbury, Connecticut, until **Thursday, April 5, 2018 at 10:00 a.m. (EST)** at which time they will be opened in public by the Director of Finance. Bids received after the time set for the opening may be rejected.

**"NONDISCRIMINATION IN EMPLOYMENT"**

Bidders on this work will be required to comply with the President's EXECUTIVE ORDER NO. 11246. The requirements for Bidders and Contractors under this Order are explained in the Specifications.

This project includes the installation of nearly 1,000 linear feet of drainage piping, including HDPE, concrete and PVC, approx. 800 linear feet of underdrain, catch basins, and associated restoration work. The Town will install all curbing and will work closely with Contractor to coordinate this work.

Copies of the contract documents, drawings and specifications may be obtained from the Town Website at: [www.simsbury-ct.gov](http://www.simsbury-ct.gov) finance pages public-bids-and-rfp.

The right is reserved to reject any or all bids or to waive defects in same if it be deemed in the best interest of the Town of Simsbury. The Town of Simsbury is an Equal Opportunity Employer.

Thomas J Roy, P.E.  
Director of Public Works

**SPECIFICATION FOR  
EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS  
SIMSBURY, CONNECTICUT  
March 2018**



**PREPARED FOR:** Town of Simsbury  
Department of Public Works

**PREPARED BY:** Town of Simsbury  
Department of Public Works

**PROJECT NO: DPW 2018-2**

# **TOWN OF SIMSBURY**

**DEPARTMENT OF PUBLIC WORKS  
933 HOPMEADOW STREET  
SIMSBURY, CT 06070**

## **INVITATION FOR BID**

### **FOR**

**EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS  
SIMSBURY, CT**

The Town of Simsbury is soliciting bids for EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS. The scope of work is to include furnishing all labor, materials, equipment necessary for the work as specified.

Sealed proposals will be accepted by Sean Kimball, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., 4/5/2018.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS  
EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS  
SIMSBURY, CT 06070**

**1. Project Overview:**

The Town of Simsbury is soliciting bids for drainage improvements along East Weatogue Street. East Weatogue Street is a scenic roadway and is a part of Simsbury's Historic District. Currently, the road has deficient drainage resulting in roadway ponding and icy conditions. Through this bid the Town shall improve the drainage infrastructure of this roadway while maintaining the character of the area. The Town will resurface the entire road through a separate contract after the drainage work is complete. This bid is limited to drainage improvements and associated restoration. This project includes the installation of nearly 1,000 linear feet of drainage piping, including HDPE, concrete and PVC, approx. 800 linear feet of underdrain, catch basins, and associated restoration work. The Town will install all curbing and will work closely with Contractor to coordinate this work.

A detailed Scope of Work for this bid can be found in the GENERAL SPECIFICATIONS FOR WORK section of this Invitation to Bid.

**2. Key Event Dates:**

Invitation to Bid Issued	<b>3/20/2018</b>
Pre-Bid Conference	<b>3/29/2018</b> – 10am at the boat launch on Riverside Road
Bids Due	<b>4/5/2018</b>
Commencement of Work	With ten (10) calendar days of Notice to Proceed

**3. Bid Submission Instructions:**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Bid for Town of Simsbury – EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS". If forwarded by mail or courier, the sealed envelope must be addressed to "Sean Kimball, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., 4/5/2018. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.

- E. An authorized person representing the legal entity of the bidder must sign bids.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

#### **4. Questions:**

Any questions about this project should be directed to: Mr. Kevin Clemens Highway Superintendent by fax (860) 408-5416, email at [kclemens@simsbury-ct.gov](mailto:kclemens@simsbury-ct.gov), or by mail to the Department of Public Works, 933 Hopmeadow Street Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions via an addendum. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

#### **5. Presumption of Bidder Being Fully Informed:**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

#### **6. Pre-Bid Conference:**

A pre-bid conference is scheduled on the project site to allow all prospective contractors to review the project with Town representatives and ask questions. The conference will be located on East Weatogue Street, Simsbury, CT 06070 at 10am on Thursday, March 29, 2018. Please meet at the Boat Launch on Riverside Road. All prospective bidders are encouraged to attend. The Town will provide basic clarifications in response to questions raised, if any material changes to the bid documents or scope of work arise from this conference an addendum will be issued to provide clarity in the bidding process.

#### **7. Interpretation of Acceptable Work:**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

## **8. Tax Exemptions:**

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax exempt forms will be provided to the successful bidder(s) as part of the contract award process.

## **9. Insurance Requirements:**

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$2,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$2,000,000
  - Excess/Umbrella Liability: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

**10. Substitution for Name Brands:**

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

**11. Awarding the Bid:**

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

**13. Rejection and/or Cancellation of Bids:**

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

**14. Delivery Arrangements:** Not applicable

**15. Bid Bond:** Not applicable

**16. Performance Bond:** Not applicable

**17. W-9 Form**

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

**18. Submittals:**

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

**19. Agreement Documents:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if issued

**END OF STANDARD INSTRUCTIONS TO BIDDERS**





**BID FORM  
EAST WEATOGUE DRAINAGE CORRECTIONS**

<i>Description</i>	<i>Estimated Quantities</i>	<i>Unit Measure</i>	<i>Unit Price</i>	<i>Unit Price In Words</i>	<i>Total</i>
<i>Silt Fence</i>	300	LF			\$ -
<i>Hay bales (staked in place)</i>	50	LF			\$ -
<i>Test Pits (Locate Water)</i>	6	EA			\$ -
<i>FE #1 Remove and replace existing 24" CMP with 24" HDPE and 24" RCP FE Replace existing catch basin top set to grade amd add plunge pool per plans</i>	1	LS			\$ -
<i>Plunge Pool Detail 3 sheet 5</i>	1	EA			\$ -
<i>Type C Catch Basin Remove and Replace Existing Detail 7 sheet 5</i>	3	EA			\$ -
<i>Type C Catch Basin (New) Detail 7 sheet 5</i>	1	EA			\$ -
<i>Type CL Catch Basin (New)Detail 7 sheet 5</i>	1	EA			\$ -
<i>12" Perforated HDPE: Including all saw cutting, excavation, pipe bedding, and backfill per detail 1 sheet 5</i>	800	LF			\$ -
<i>10" SDR-35 Detail 6 sheet 5</i>	154	LF			\$ -
<i>6" Perforated HDPE</i>	370	LF			\$ -
<i>12"x12" Tee Frame and Grate Detail 4 sheet 5</i>	1	EA			\$ -
<i>12" 90' Bend and Cleanout</i>	1	EA			\$ -
<i>Connect 10" PVC to existing culvert</i>	1	EA			\$ -
<i>6" 90' Bend and Cleanout</i>	4	EA			\$ -
<i>Bit Restoration including saw cut removal and replacement as directed. Detail 1 sheet 5</i>	240	SY			\$ -
<i>Bit Restoration including saw cut removal and replacement as directed. Detail 2 sheet 5</i>	70	SY			\$ -
<i>Stone Pad per detail 5 sheet 5</i>	1	EA			\$ -
				<b>TOTAL BID</b>	\$ -

<i>ADD ALTERNATE</i>	<i>Estimated Quantities</i>	<i>Unit Measure</i>	<i>Unit Price</i>	<i>Unit Price In Words</i>	<i>Total</i>
<i>Offset Catch Basin to be used if water line is in conflict Detail 8 sheet 5</i>	1	EA			\$ -

Submitted By Company : \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

IF A SOLELY OWNED COMPANY:

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_  
By \_\_\_\_\_  
(Authorized Signature)  
Title \_\_\_\_\_ Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of

\_\_\_\_\_, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

\_\_\_\_\_, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

### **BIDDER'S QUALIFICATIONS STATEMENT**

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. What year was company organized/formed? \_\_\_\_\_
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
5. What is the general character or type of work you perform? \_\_\_\_\_  
\_\_\_\_\_
6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? \_\_\_\_\_

If yes, explain with whom and why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

**NOTE:** The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: \_\_\_\_\_pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: \_\_\_\_\_pages

**NOTE:** If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

**PROPOSED SUBCONTRACTORS**

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: \_\_\_\_\_

NAME AND ADDRESS  
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_, County of \_\_\_\_\_, being first  
duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the  
BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all  
pertinent circumstances respecting the attached BID.
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or  
parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed,  
directly or indirectly, with any other bidder, firm or person to submit a collusive or sham BID in  
connection with the AGREEMENT for which the attached BID has been submitted or to refrain  
from bidding in connection with any contract, or has in any manner, directly or indirectly, sought  
by agreement, collusion, communication or conference with any other bidder, firm or person to  
fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or  
cost element of the BID prices or the bid price of any other bidder, or to secure through  
collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of  
Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who  
is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or  
labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_

(Name of Bidder)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Title  
My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

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

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**IMPORTANT:** THIS STATEMENT MUST BE SUBMITTED WITH BID

**END OF SECTION**

## **EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS** **GENERAL SPECIFICATIONS FOR WORK**

### **A. Scope of Work**

The work covered by this section of these specifications consists of furnishing all labor, equipment and material necessary to perform all operations in connection with the installation of the materials described herein and as shown on the plans in “APPENIX 1 – Plan and Profile” on East Weatogue Street in Simsbury, CT. All work is to be done in a professional manner in accordance with commonly accepted industry standards. The project will involve placement of all piping, warning tape, and restoration of disturbed vegetation, driveways, roadways and other work as required. Include in the work is all related maintenance and protection of traffic, and erosion and sediment control. See Section E for more information regarding traffic control.

The Scope of Work for the bid will involve the installation of approximately 800 linear feet of 12” diameter HDPE, 154 linear feet of 10” diameter SDR-35, and 370 linear feet of 6” diameter perforated HDPE, in East Weatogue Street in Simsbury, CT. Additionally, the project will involve the installation of one (1) new Type “C” catch basin, one (1) Type “C-L” catch basin, the removal and replacement of three (3) existing catch basins, 300 linear feet of silt fencing, 50 linear feet of hay bales staked in place, 6 test pits, clearing of identified tree and, removal and replacement of an existing 24” CMP with 24” HDPE and 24” RCP. All new catch basins and piping are to be supplied by the BIDDER.

The drainage corrections are broken down into three sections.

### **Section 1:**

The first section will begin in the northern portion of East Weatogue Street at the location identified in “APPENDIX 1 – Plan and Profile”. Here the BIDDER will be tasked with removing an existing 24” CMP and replacing it with a 24” HDPE and 24” RCP Flared End, as well as, removing and replacing the corresponding Type “C” top (FE #1). A new plunge pool will need to be installed to accommodate the new infrastructure. Silt fencing and hay bales staked in place will be installed according to the specifications in the plans found in “APPENDIX 1 – Plan and Profile”.

Across the street is an existing Drop Inlet identified as CB #1 in APPENDIX 1. The Drop Inlet is to be removed and replaced with a new Type “C” catch basin top and 2’ sump and relocated closer to the road (the water main will dictate actual location and an offset basin *may* be required). From here 12” perforated HDPE piping will run southward along the road for approximately 800 linear feet to the identified location. At the high point a 12” x 12” tee frame and grate is to be installed, (3) an area of existing bituminous pavement that is to be saw cut, removed, disposed and restored, (4) an existing catch basin, CB #2, to be removed and replace with a new Type “C” catch basin top, and finally end at (5) a 12” 90° bend and cleanout to be set to grade at the identified location, approximately 200 linear feet beyond CB #2. 6” Bituminous curbing is to run the entire length of this section and is to be installed by the Town. The curbing will be set to match the existing road width and will tie into the backside of the Type “C” catch

basins. Further details on all of these items are found in “APPENDIX 1 – Plan and Profile”. Contractor will be required to coordinate and work closely with the Town on this work.

### **Section 2:**

This section begins at the culvert adjacent to house number 137 East Weatogue Street. The culvert is to be tied into the existing cross culvert further south through approximately 131 linear feet of 10” SDR-35 at 0.3% grade. Specifics of this connection may be proposed by the contractor and shall be approved by the Department of Public Works. A new Type “C-L” catch basin (CB #4) is to be installed. Additionally, a new Type “C” catch basin (CB #3) is to be installed across the street and tied in through approximately 22 linear feet of 10” SDR-35. Fifty (50) linear feet of 6” perforated HDPE is to run on both sides of CB #3, with a 90° bend at the end, capped and set to grade. Silt fencing will run along the culvert and newly installed piping. At the base of the culvert new 2” stone will be placed encompassing an area approximately 15 x 5 linear feet. (This is to be used as a high level overflow)

### **Section 3:**

This section begins across the street from house number 133 East Weatogue Street. Here approximately 270 linear feet of 6” perforated HDPE is to be installed at the location identified in “APPENDIX 1 – Plan and Profile”. The piping will have a 90° bend at both ends, capped and set to grade. The existing catch basin (CB #5) shall be removed and replaced with a new Type “C” catch basin top (an offset basin *may* be required at this location. Final determination will be based on field conditions). An area of existing bituminous pavement, adjacent to CB #5 and identified in “APPENDIX 1 – Plan and Profile”, is to be saw cut, removed and restored. 6” Bituminous curbing will run the entire length of this section installed by the Town upon completion of the drainage work. The curbing will be set to match existing road width and tie into the backside of CB #5. Contractor will be required to coordinate and work closely with the Town on this work.

All installed catch basins specifications should follow the drawing found in “APPENDIX 1 – Plan and Profile”. All catch basins are to be set to the existing grade. Where the new pipe and catch basins are installed, 2” of Class 1 Binder Course is to be placed and compacted with all curbing for the project installed on the binder. The final paving work will be completed at a later date under a separate contract.

All bituminous restoration is included in the unit pricing. Catch basin tops to be painted. A pavement detail can be found in attached “APPENDIX 1 – Plan and Profile”. The road is to be repaired in accordance to this detail. Maintenance and protection of traffic is included in pricing.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified. Reasonable coordination with residents and the Town will be considered part of the work for this project.



## **B. Technical Specifications**

The Contractor shall, at their own expense handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary. The Contractor shall provide suitable and adequate storage area for all materials during the progress of the work and be responsible for loss of, or damage to, materials furnished or accepted until the final acceptance of the work.

Unless otherwise indicated on the drawings or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Department of Public Works.

As soon as practicable after the formal execution of the Contract, the Contractor shall submit to the Department of Public Works the names and addresses of the manufacturers and suppliers of all materials proposed to be incorporated into the work. Contractor is required to submit cut sheets and product data relating to the materials proposed to be incorporated in the work in sufficient detail to enable the Department of Public Works to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements.

Specifications for materials will be followed according to "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817" as amended and as supplemented by the Town of Simsbury where specified.

Specifications of work and materials for this project may include but are not limited to the below sections. Payment for this project will follow the Bid Form ONLY.

- 1.0 Test Pit includes the furnishing of all labor, materials, tools, and equipment necessary to sawcut, and excavate to expose a feature of interest. The Contractor shall work with the Town to expose a feature of interest. The Town will oversee the excavation and perform measurements after the feature is found and adequately exposed.
- 2.0 Drainage pipe includes the furnishing of all labor, materials, tools, and equipment necessary to furnish and install drainage pipe. This item includes any asphalt sawcut, excavation, disposal of unsuitable material and existing drainage pipe, bedding stone, filter fabric, and connections to existing pipe or drainage structure.

The Contractor shall place the drainage pipe on a minimum of 6" layer of 3/4 inch crushed bedding stone. The bedding stone layer shall be place up to the crown of the drainage pipe. Filter fabric shall be placed across the top of the bedding stone layer. All pipe connections shall be performed in a neat and clean manner. The proposed pipe shall be cut to match neatly to the interior of the existing drainage pipe or drainage structure. The joint between the existing and proposed pipe shall be connected with a furnco, coupler, slip in fitting, or a connector approved by the Department of Public Works.

- 2.1 Bedding Material: the drainage pipe bedding material shall be 3/4 inch crushed stone and shall conform to CT DOT Form 817, Section M.02.05.
- 2.2 Filter Fabric: the filter fabric material shall conform to CT DOT Form 817, Section M.08.01.09 with the exception of woven filter fabric. No woven filter fabric shall be used without approval by the Department of Public Works.
- 2.3 Pipe: all piping shall conform to CT DOT Form 817, Section M.08.01.
- 3.0 Drainage Structure includes the furnishing of all labor, materials, tools, and equipment necessary to furnish and install new catch basins, yard drains, catch basin tops, manholes, reset catch basin tops, and replace or reset storm manhole frames and covers as directed by the Department of Public Works. This item includes the sawcutting, excavation, and disposal of existing catch basins, catch basin tops, manholes, manhole frame and covers, and unsuitable material. It also includes any necessary backfill material, frames, grates, tops, covers, pipe stubs, and connectors for re-establishment of pipe connections.

Catch basins and manholes:

Pipe ends shall extend to and be cut flush with interior wall. The edges of pipes shall be mortared to cover the reinforcing.

Precast Units:

All precast concrete products must have the casting date clearly labeled on each product. No precast concrete product shall be delivered to the site within the 7 day period following the casting date.

All weakened areas or knockouts that are not used shall be bricked and mortared to maintain design wall thickness.

Riser sections shall have sealed connections as recommended by the manufacturer and approved by the Engineer. Precast sections shall contain knockouts or weakened wall sections only at the required locations for pipes.

- 3.1 Catch Basin: Catch basins shall conform to CT DOT Form 817 Section M.08.02
- 3.2 Yard Drain: Yard drains shall conform to CT DOT Form 817 Section M.08.02t
- 4.0 Bituminous Restoration includes the furnishing of all labor, materials, tools, and equipment necessary to restore driveways, roadways, parking areas, patches, and entrance walkways after the installation of drainage structures and drainage pipe. This item also includes any asphalt sawcutting, excavation, removal and disposal of the material where the asphalt paving work will occur including existing sidewalk, and joint sealer for all permanent pavement restoration. Prior to the placement of asphalt, all work shall be

complete and include, but not be limited to, the adjustments of all public and private frames, grates, covers, and utility boxes.

Method of bituminous restoration shall follow the details section of attached "APPENDIX 1- Plan & Profile".

- 4.1 Asphalt: all asphalt shall conform to CT Form 817 Section M.4.01 or approved and directed by the Department of Public Works.
- 4.2 Track Coat: track coat shall conform to CT Form 817 Section M.4.01.
- 4.3 Joint Sealer: Joint sealer shall conform to Form 817 Section M.04.01.08.
- 5.0 Seed and Mulch includes the furnishing of all labor, materials, tools, and equipment necessary to seed and mulch areas affected by the work. Seed and Mulch shall be of sound quality. Contractor required to ensure germination is established.
- 6.0 Erosion and Sediment Control includes the furnishing of all labor, materials, tools, and equipment necessary to install and maintain erosion and sedimentation controls. This item also includes the periodic inspection, cleaning, re-establishment, removal, and sediment disposal in accordance with the 2002 Connecticut Guidelines for Soil and Sediment Control as amended.
  - 6.1 Silt Sacks: Silt sacks shall be AFC Environmental Silt Sack or approved equal.
  - 6.2 Hay Bales: Hay bales shall conform to CT DOT Form 817, Section 2.19.02.
  - 6.3 Wood Stakes: Wood stakes shall be 2 inch x 2 inch x 36 inch hardwood.
  - 6.4 Silt Fence: Geotextiles shall conform to CT DOT Form 817, Sections 7.55 and M.08.01-19.

### **C. Equipment**

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the Director of Public Works and maintained in a satisfactory working condition at all times.

### **D. Scheduling Work**

The contractor shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 4:00 pm. No work shall be performed on State or Federal holidays.

## **E. Traffic Control**

The contractor shall be responsible for supplying traffic control. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, certified flaggers, lights, dust control or any other warning device as needed. The Chief of Police will be responsible for determining the adequacy of the means and protection of traffic. A traffic control plan shall be submitted for approval before beginning any work. The Contractor is responsible for the safety of all operations within the roadway. During working hours the road may be closed and traffic detoured, however local traffic, school busses and emergency vehicles must be able to get through at all times.

## **F. Measurement and Payment**

All work will be paid as either Lump Sum or Unit Price as provided in the Bid Form for all work including labor and materials complete and in place according to the contract documents and generally acceptable construction practices. No payments will be made for mobilization, materials or other costs.

1. **Maintenance and Protection of Traffic:** Lump Sum for providing all labor and materials associated with traffic protection for the duration of this project in accordance with the specifications.
2. **Silt Fence:** Paid on the liner foot of silt fencing for providing all labor and materials associated with this item in accordance to the plans and specifications.
3. **Hay Bales (staked in place):** Paid on the liner foot of silt fencing for providing all labor and materials associated with this item in accordance to the plans and specifications.
4. **Test Pit:** Item includes all labor, materials, tools, and equipment necessary for the number of each Test Pit completed and accepted in place. This item also includes any bank run gravel, processed aggregate, and asphalt required for completion. Payment will be made for this item on a unit price basis.
5. **Flared End #1 & Catch Basin #1:** Lump Sum for providing all material and labor for the removal and replacement of the CB#1 top including setting to proper grade, removal and replacement of the existing 24" CMP with 24" HDPE, removal and replacement of the CMP flared end as shown on plans and detail #3. New plunge pool to be paid under separate item.
6. **Drainage Structures:** Per Each for providing all labor and materials associated with work in accordance with the plans and specifications. Work includes structures, top, all excavation, pipe connections, backfill, compaction and bituminous restoration work.
  - a. Type C CB Remove and Replace: work includes removal and disposal of existing structures and replacing with new Type C basin set to grade.

- b. Offset Catch Basin: Item to be used if called upon by field conditions, measurement and payment will be for one unit, if this item is required there will be no payment for the originally called for standard basin.
- 7. **Storm Piping:** Item includes all excavation, trench shoring, bedding, pipe, backfill and compaction with suitable native materials, road base, pavement restoration and other work required for the installation of the pipe. Payment will be made based on the total length of pipe installed in linear feet, measured from the outside face of the catch basin or other structure and include all labor and material costs.
- 8. **Misc. Storm Piping, Tees, Bends, Cleanouts:** Per Each includes all labor and materials associated with work in accordance with plans and specifications.
- 9. **Bituminous Restoration:** Item includes all labor, materials, tools, and equipment necessary for the number of square feet of Restoration completed and accepted in place. This item also includes all Tack Coat and processed aggregate base. Payment will be made based on the total square yards of accepted in place Restoration.
- 10. **Stone Pad per Detail #5:** Per Each item includes all labor, materials, tools, and equipment necessary for the installation of a stone pad in accordance with the plans and specifications.

**END**

**STANDARD SAMPLE CONTRACT**  
**EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS**

**INDEX**

1. Information for Bidders
2. Bidder's Proposal
  - a. Bidder's Legal Status Discloser
  - b. Non-collusion affidavit
  - c. Bidder's Qualifications Statement
3. Contract
4. Standard General Conditions
5. Special Provisions
- ~~6. Technical Specifications~~

**DISCLAIMER:**

This is a sample contract for reference to all prospective bidders. The Town reserves the right to alter and modify the form of the proposed contract prior to its execution.

## **INFORMATION FOR BIDDERS**

1. Sealed BIDS will be received by the Director of Finance, for the Town of Simsbury (Herein called the "OWNER"), at the Town Office, 933 Hopmeadow St., Simsbury, CT 06070 until **10:00 a.m.** prevailing time on **Tuesday, February 5, 2018**, and then publicly opened and read aloud.
2. Each BID must be submitted in a sealed envelope, addressed to the Director of Finance, designated on the outside as BID for: **"Sealed Bid for Town of Simsbury – EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS "**.

Each envelope should also bear, on the outside, the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, at the above address.

3. Each BID must be made on attached Bid Forms and returned intact. BIDDERS will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed blank, by which prices will be compared. If any price is omitted, the blank may be filled with the highest price named by any BIDDER for that item or the BID may be rejected. Only one copy of the BID form is required.
4. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

~~5. Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a Performance, Labor and Material Bond in the full amount of the contract, submit the required insurance certificates, and to sign a contract. Attorneys in fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.~~

~~a. As soon as the Bid prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance, Labor, and Material Bond have been submitted and the required insurance certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the Owner will retain his Bid security as liquidated damages, but not as a penalty.~~

~~b. The OWNER reserves the right to waive any informality in, or to reject any or all proposals or to accept any proposal which, in their opinion, is in the best interest of the Town of Simsbury whether or not such proposal is the lowest bid. The contractor must be responsible and qualified and have previously done work of a similar nature.~~

~~e. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.~~

~~d. A conditional qualified Bid will not be accepted.~~

6.5. The Contractor to whom the contract shall be awarded must file the requisite Bonds, and certificate of INSURANCE as specified in the General Conditions, and execute said contract in triplicate within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER, and in case of failure to do so, the person or firm will be considered to have abandoned the contract, and the CERTIFIED CHECK or BID BOND shall be forfeited to the Town of Simsbury.

7.6. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The failure of omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from obligation in respect to his BID.

8.7. Should a BIDDER find any discrepancy or omission in the Plans or Specifications or is in doubt as to the meaning of any portion of them, he shall notify the ENGINEER, who will then instruct all BIDDERS in writing regarding the points in question.

9.8. The OWNER, within ten (10) days of receipt of the requisite Bonds, acceptable Insurance Certificates and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notices by the OWNER.

10.9. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

11.10. The Contractor to whom this contract shall be awarded will be required to commence work on the ground within ten days from the date of the NOTICE TO PROCEED from the OWNER notifying the Contractor to begin work, exclusive of Final Pavement Restoration, and shall complete the work in 60 calendar days. The BIDDER, if he accepts the contract and fails to complete the contract within the allotted time, must pay the sum of \$100.00 as liquidated damages for each consecutive calendar day until the completion of the contract.



11. The OWNER will be responsible for payment in accordance with the terms of the Contract. ~~The OWNER reserves the right to retain five percent (5%) of the final contract price for a period not to exceed 6 months from the date of the acceptance of the project.~~
12. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
13. Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.
14. The LOW BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
15. The BIDDER'S attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
16. No amount shall be included in the BID for Connecticut State Sales Tax or for Federal Excise Tax.

## **BIDDER'S PROPOSAL**

Place \_\_\_\_\_

Date \_\_\_\_\_

TO: Director of Finance  
933 Hopmeadow Street  
Simsbury, Connecticut 06070

Sir:

1. Proposal of \_\_\_\_\_

(hereinafter called BIDDER), organized and existing under the laws of the State of \_\_\_\_\_

doing business as \_\_\_\_\_

In compliance with your Invitation to Bid, dated March 20, 2018, Bidder hereby proposes to perform all work for the construction of **EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices shown for each bid item on the Bid Schedule. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.

2. The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work; that no person or persons other than those named herein are interested in this proposal or in the contract proposed to be taken; that no person acting for or employed by the Town of Simsbury is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and laws of the State of Connecticut; that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned; that the site of the work has been examined; that it is understood that the town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, subsurface information or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

\* Insert "a corporation", "a partnership", or "an individual" as applicable

3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

4. ~~And the undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after notice of the award, a formal contract with the Town of Simsbury, for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Simsbury as liquidated damages for such failure.~~

~~Enclosed herewith find Certified Check, or Bid Bond in amount of \_\_\_\_\_~~

~~\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) made payable to the Town of Simsbury as a proposal guarantee which it is understood will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned.~~

5. The undersigned BIDDER agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
6. All the various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the BIDDER under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
7. Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract. The total of the Bid is for comparison of proposals only. The Unit Prices, as applied to the quantities of work actually completed, will govern for actual payment. The Bidder acknowledges that the unit price will be applied and the final quantities may increase or decrease by up to 25%. If quantities for an item vary by more than 25% pricing may be adjusted by a mutual agreement in the form of a Change Order.
8. It is understood that time is of the essence in this contract and the BIDDER agrees to commence within 10 days after the NOTICE TO PROCEED and complete work within 60 calendar days.

BIDDER \_\_\_\_\_

Seal, (if a corporation) BY \_\_\_\_\_

TITLE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELE. (\_\_\_\_\_) \_\_\_\_\_

If a Partnership, the partners are:

Full Name

Residence

_____	_____
_____	_____
_____	_____

If a Corporation, the officers are:

Full Name

Residence

_____	President	_____
_____	Treasurer	_____
_____	Directors	_____
_____		_____
_____		_____

(I/We have)

\*(I/We have not) previously performed work subject to the President's Executive Order Number 11246 or any preceding Executive Order.

Signed \_\_\_\_\_

\_\_\_\_\_

\*Cross out words not applicable

**NOTE:**

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- Bid Security
- Non-Collusion Affidavit
- Legal Status Form
- Statement of Bidder's Qualifications

## **TOWN OF SIMSBURY, CONNECTICUT**

### **BIDDER'S LEGAL STATUS DISCLOSURE**

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

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

#### **IF A SOLELY OWNED BUSINESS:**

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

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

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

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

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

\_\_\_\_\_

#### **IF A CORPORATION:**

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

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

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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

**TOWN OF SIMSBURY**

**BIDDER'S NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

Bidder's Representative, Duly Authorized

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

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

\_\_\_\_\_  
Date

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

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

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

A complete statement of Bidders Qualifications shall be submitted for any Subcontractor that will be utilized to satisfy Item 13 of this Statement of Bidders Qualifications.

1. Bidder's full legal name:
2. Permanent main office address:
3. Contact person for this Invitation:
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:
5. Date of organization:
6. Date of incorporation, if applicable:
7. Number of years bidder has been engaged in business under present firm or trade name:
8. Contracts on hand (dollar value, anticipated completion date):
9. General character or type of work performed by the bidder:
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

**TOWN OF SIMSBURY**  
**CONTRACT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ by and between THE TOWN OF SIMSBURY, 933 Hopmeadow Street, Simsbury, Connecticut hereinafter referred to as the OWNER and WINNING BIDDER with an address at ADDRESS OF WINNING BIDDER hereinafter referred to as the CONTRACTOR

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project described in general as follows: \_\_\_\_\_, as defined in the Standard Instruction for Bidders.
2. **COMPLETION OF WORK.** The Contractor shall commence the work covered by this contract within ten (10) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within 60 calendar days unless the period for completion is extended as provided for in the General Conditions.
  - a) **Liquidated Damages:** If CONTRACTOR fails to achieve Substantial Completion of the Work by 60 calendar days, CONTRACTOR shall be responsible for payment of liquidated damages in the amount of \$ 100.00 per day that the Work has failed to achieve Substantial Completion. It is agreed and understood between the parties that while actual damages sustained by OWNER in the event of a CONTRACTOR delay would be difficult to quantify, the foregoing liquidated damage amounts represent fair and reasonable estimated of such damages and are not (and shall not be deemed to be) penalties. The parties further agree that in lieu of actual payment of liquidated damages to OWNER from CONTRACTOR, OWNER may withhold the amount of liquidated damages to OWNER by CONTRACTOR from the balance of any monies owned to CONTRACTOR from OWNER.
3. **CONTRACT SUM.** The Owner shall pay the Contractor for the performance of said work the sum of \$\_\_\_\_\_, subject to additions or deductions provided herein in conformity with the bid schedule of prices.
4. The Contract Documents include the following:



- (a) Notice and Instructions to Bidders dated \_\_\_\_\_
- (b) Bidder's Proposal dated \_\_\_\_\_
- (c) Notice of Award dated \_\_\_\_\_
- (d) Contract
- (e) General Conditions
- (f) Supplemental General Conditions
- (g) Plans prepared by: Simsbury Department of Water Pollution Control entitled:  
Sanitary Sewer Extension, Oakhurst Road and Bushy Hill Road
- (h) Technical Specifications prepared or issued by the Town of Simsbury Department  
of Water Pollution

- 5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.
- 6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

**OWNER:**

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Town of Simsbury  
BY: Maria E. Capriola  
Town Manager

**CONTRACTOR:**

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**PROJECT: EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS**

**Information Needed for  
Communications on the Project**

Name of Company: \_

Location of Company Office:

Street \_

City/State \_

Zip Code \_

Mailing Address of Company Office (if different than

location): Street \_

City/State \_

Zip Code \_

Phone No. of Company's Office (include area code)

Phone No. of Company's Project Office (if  
applicable) \_ Company Official Responsible for this  
Project:

Name \_

Title \_

Phone No. \_ ( ) \_

Project Supervisor or Foreman:

Name \_

Phone No. \_ ( ) \_

Person to be Contacted in Emergencies after Work Hours:

Name \_ Phone  
No. ( ) \_

Person to be Contacted in Emergencies on Weekends and

Holidays: Name \_\_\_\_\_

Phone No. \_( )\_

If any changes to the above information occur during the progress of the work, the Public Works Director shall be immediately notified.

**Town of Simsbury**

**SUPPLEMENTAL CONTRACT SECTION**

**CODE OF ETHICS**

Chapter 13 of the Code of Ordinances, the Simsbury Code of Ethics, is hereby incorporated by reference as if fully set forth, and is made a part of the Contract Documents. All Contractors shall sign the Acknowledgement Form.

## **TOWN OF SIMSBURY**

### **Acknowledgement Form and Charter Section 1103 Code of the Town of Simsbury**

#### **ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception
--------------------

#### **CONFLICTS OF INTEREST SECTION 1103**

**CONFLICTS OF INTEREST.** It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE**

I hereby certify, under penalties of perjury, that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization:

**Town of Simsbury**

---

Full Name of Agency of Organization

**933 Hopmeadow Street  
Simsbury, CT. 06070**

---

Address of Same

That such agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is a

**Town**

---

(Town, School, Fire or Police Department, Library etc.,  
or other branch of State or Federal Government)

in accordance with Regulation No. 16 of Sales and Use Tax.

That this certificate is issued to cover all purchases of materials and supplies, designated by me, for use of the project referred to above.

Permit No. \_ (if any) (signed) \_ Contractor

Date: \_

Place: \_ 

---

 Firm Name

Address: \_

---

---

## **GENERAL CONDITIONS**

### **1. DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, The following terms shall have the meanings indicated which 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 corrections.
- 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, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract including Advertisement for Bids, information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, AND ADDENDA.
- 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.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The Director of Public Works for the Town of Simsbury, Connecticut.

- 1.13 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 ENGINEER to the CONTRACTOR during construction.
- 1.14 INSPECTOR - The person appointed by the Town of Simsbury, Conn. to supervise the WORK and shall extend to and include any assistant whom he/she may designate to act in the premises.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date of commencement of the work.
- 1.17 OWNER - The Town of Simsbury, Connecticut (A Public Body) for whom the WORK is to be performed.
- 1.18 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 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 ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Special provisions required by the funding program or Agency (Federal, State, or



Local) for participation in the PROJECT and included in the CONTRACT DOCUMENTS. Also such requirements that may be imposed by Applicable State Laws and special characteristics of the PROJECT.

- 1.24 SUPPLIER - Any person or organization 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, all construction tools, machinery, and equipment, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by Mail to the said party at his/her last given address or delivered in person to said party or his/her authorized representative on the WORK.

## **2. PAYMENT**

- 2.1 On the first of each month, the Contractor may submit an itemized estimate of work completed up to that time, including an estimate of the portion of lump sum items completed.  
He/she must, if requested by the Director of Public Works, submit satisfactory evidence that he/she has paid in full for all labor, materials and equipment included in the monthly estimate. The estimates shall be made on forms furnished by the Town and the Contractor shall certify that the estimate is correct and the work performed is in conformity with the plans and specifications. No later than 31 days after submission by the Contractor, and acceptance by the Town, of the estimate, the Town will pay the estimated cost, less five percent (5%) retained by the Town.

After completion of the project and acceptance by the Town, the Contractor shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the Town, the Town shall pay ninety-five (95%) percent of the Contract price. No later than six months after acceptance of the final estimate the Town will pay the five (5%) retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

## **3. PERMITS DURATION**

- 3.1 The Contractor must obtain all necessary permits and pay the fee

for them. (Town portion of permit fees are waived. The State of Connecticut portion of building permits will not be waived.)

- 3.2 Should the Town be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Town, the Contractor shall not be entitled to or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

#### **4. SUPERVISION**

- 4.1 The Town will be represented at all times by the TOWN DIRECTOR OF PUBLIC WORKS or an employee authorized by the TOWN DIRECTOR OF PUBLIC WORKS to represent him/her; and the DIRECTOR OF PUBLIC WORKS or his/her authorized representative shall have sole authority in the interpretation and execution of the contract.
- 4.2 The Contractor must have a competent Field Supervisor on the job during all working hours and notify the Town of his/her name and address in writing, and where he/she may be reached normally after working hours. In the event of the absence of the Field Supervisor, the Contractor must appoint a second in command to take responsible charge of the job. The actual performance of work and superintendence shall be performed by the Contractor but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

#### **5. LAYOUT**

- 5.1 The Town will provide line and grade by means of offset points. However, the Contractor will protect these offset points and may be charged for replacing of same. Any additional field work required to reestablish these offset points to facilitate construction will be paid for by the Contractor.

#### **6. SITE WORK**

- 6.1 The Contractor will be responsible for maintenance of adequate barricades, signs, and warning systems to protect the job and the public.
- 6.2 The Contractor shall properly protect all underground and above

ground utilities from damage. No interruption shall be caused to any utility without the knowledge of the TOWN DIRECTOR OF PUBLIC WORKS.

## **7. STANDARDS**

- 7.1 Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town, of equal substance and function. It shall not be purchased or installed by the Contractor without written approval.

## **8. CHANGES IN WORK**

- 8.1 The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly.

## **9. CORRECTION OF WORK AFTER FINAL PAYMENT**

- 9.1 Neither the final Certificate nor payment nor any provision in the Contract Documents shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion.
- 9.2 The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the DIRECTOR OF PUBLIC WORKS subject to mediation.

## **10. INSURANCE REQUIREMENTS**

The Contractor must carry insurance under which the Town is named as an assured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute.

B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:

Injury or death of one person:	\$2,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$2,000,000
Excess/Umbrella Liability	\$1,000,000

C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage in one accident:	\$1,000,000
Property damage in all accidents:	\$1,000,000

D. Builders Risk including Fire and Extended coverage:  
In an amount equal to the value of construction completed plus materials delivered to the site.

Insurance under B, C, and D above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Insurance under D above must be carried for the whole duration of the project and until acceptance by the Town.

Subcontractors must carry A, B and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

## **11. OWNER'S RIGHT TO DO WORK**

If the Contractor fails to prosecute the work properly or fails to perform any provisions of this contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Provided, however, that the Public Works Director shall approve both such action and the amount charged to the Contractor.

## **12. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## **13. ~~CONTRACT SECURITY~~**

~~The Contractor shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a performance BOND and a payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and shall be in a form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State in~~

~~which the WORK is to be performed or is removed from the list of surety companies accepted on FEDERAL BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the CONTRACTOR shall have furnished an acceptable BOND to the OWNER.~~

#### **14. ASSIGNMENT**

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right title or interest therein, or his obligations there under, without written consent of the other party.

#### **15. DRAWINGS AND SPECIFICATIONS**

- 15.1 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.
- 15.2 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.
- 15.3 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 Director of Public Works, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.
- 15.4 The OWNER will furnish free of charge to the contractor up to three (3) copies of the DRAWINGS and SPECIFICATIONS as necessary for the proper execution of the WORK.

## **16. MATERIALS, WORKMANSHIP, SERVICES, AND FACILITIES**

- 16.1 It is understood that except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, tools, equipment, sanitary conveniences, 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 within the specified time.
- 16.2 All materials furnished shall be new and of the best quality customarily used in or furnished for work of the character of that herein proposed. Many features of the proposed work are described in detail herein, but the failure to so describe any part of the proposed work or any details or appurtenance thereof shall not be an exception to the above rule. The absence of requirements in drawings or specifications covering details usually included in first class installations of this kind shall not excuse the contractor for their omission in this work.
- 16.3 All workmanship shall be of the best quality for WORK of the character of that herein proposed. The CONTRACTOR shall employ only competent employees to do the WORK required.
- 16.4 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.
- 16.5 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 or other agreement by which an interest is retained by the seller.
- 16.6 Drinking water furnished for the employees on the job shall comply with O.S.H.A. regulations.

## **17. PROTECTION OF WORK AND PROPERTY**

- 17.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK--he/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent

damage, injury or loss to all employees on the site and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- 17.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or the acts or omissions, of the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 17.3 The CONTRACTOR will notify the OWNER at least one week prior to the start of construction.
- 17.4 The CONTRACTOR shall be responsible for verifying the location of any existing utilities. The CONTRACTOR shall notify "Call Before You Dig" at 1-800-922-4455 such that any utility lines can be marked.
- 17.5 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the DIRECTOR OF PUBLIC WORKS prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **18. CHANGES IN CONTRACT PRICE**

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The



value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## **19. TIME FOR COMPLETION**

- 19.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 19.2 The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 19.3 If the CONTRACTOR is delayed at any time in the progress of the WORK by changes ordered in the WORK, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR'S control, or by any cause which the Director of Public Works may determine justifies the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the Director of Public Works may determine.

## **20. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 20.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the Director of Public Works which notice shall fix the date on which work shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to

any suspension.

- 20.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he/she 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/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the Director of Public Works, or if he/she 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/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method he/she may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the Director of Public Works and incorporated in a CHANGE ORDER.
- 20.3 OWNER may terminate this Agreement in whole or in part solely for OWNER's convenience upon written notice to the CONTRACTOR, without regard to any fault or failure to perform by CONTRACTOR or any other party. In the event of a Termination for Convenience, Contractor shall be paid for all Work performed in accordance with the Contract Documents up to the date of such notice, plus an additional amount for reasonable, unavoidable and direct costs of demobilization for a maximum of ten (10) days following receipt of the notice.
- 20.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the

CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

- 20.5 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained to date.
- 20.6 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 court or other public authority, fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon Ten (10) Days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 20.7 OWNER shall have no liability to CONTRACTOR for compensation, expenses, additional fees or anticipated profits for unperformed Work, lost business opportunities, impaired bonding capacity, or and overhead or general conditions costs attributable to a termination by OWNER. All amounts payable by OWNER shall be subject to OWNER's right of audit and offset. Notwithstanding anything to the contrary in this Agreement (i) OWNER's liability hereunder shall be limited to OWNER's interest in the Project (i.e., Contractor shall not have recourse to any other assets of OWNER); and (ii) OWNER shall under no circumstances be liable for and consequential, indirect, punitive or special damages in connection with OWNER's obligation under this Agreement; and (iii) neither OWNER, its property manager, its project manager, not their respective parents, affiliates, members, officers, directors, shareholders, agents and employees shall

have any personal liability hereunder.

## **21. INDEMNIFICATION**

- 21.1 The CONTRACTOR will indemnify and hold harmless the OWNER and their agents and employees from and against all Claims, Damage, Loss, or Expense including Attorney's fees arising out of or resulting from the performance of the WORK, provided that any such Claims, Damage, Loss or Expense is attributed to Bodily Injury, Sickness, Disease or Death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 21.2 In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the INDEMNIFICATION OBLIGATION shall not be limited in any way by 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 Benefits Acts.

## **22. SEPARATE CONTRACTS**

- 22.1 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 Director of Public Works any defects in such WORK that render it unsuitable for such proper execution and results.
- 22.2 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.

- 22.3 If the performance of Additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a Claim therefore as provided in Sections 22 and 23.

## **23. SUBCONTRACTING**

- 23.1 CONTRACTOR may engage subcontractors and vendors to perform all or any portion of the Work, provided that CONTRACTOR shall be responsible for payment to any and all such subcontractors and vendors. CONTRACTOR shall be responsible for the performance of its subcontractors and vendors of every tier to the same extent as if such subcontracted work was performed by CONTRACTOR directly. Prior to entering into subcontracts, CONTRACTOR shall provide OWNER with a written list of the names of CONTRACTOR's proposed subcontractors and vendors for each portion of the Work for review and consent by OWNER, which consent shall not be unreasonably withheld, conditioned or delayed. CONTRACTOR acknowledges that all duties and responsibilities set forth in this Agreement flow-down and shall be an integral part of each and every subcontract entered into by Contractor
- 23.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of Fifty (50) Percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 23.3 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 him.
- 23.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS, as applicable to the WORK OF SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise of the CONTRACTOR under any provision of the

## CONTRACT DOCUMENTS.

- 23.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## 24. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the PROJECT that the completed PROJECT is free from all defects due to faulty materials or WORKMANSHIP and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the PROJECT resulting from such defects. The

OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND or a MAINTENANCE BOND shall remain in force at a value of 25% of the completed WORK through the GUARANTEE PERIOD.

## 25. DISPUTE RESOLUTION

- 25.1 All claims, disputes and other matters in questions arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of Final Payment as provided by Section 16, shall be decided by litigation in the Superior Court of the State of Connecticut.

## 26. TAXES

The CONTRACTOR will pay all consumer, use, and other similar taxes required by the Law of the Place where the WORK is performed. This WORK is being performed for a Municipal Government and is exempt from Sales Tax.

## **SUPPLEMENTAL GENERAL CONDITIONS**

1. PA 86-87, AAC Workers' Compensation Insurance Requirements for Contractors on Public Works projects and State licenses, prohibits municipalities from entering into a public works contract with an employer without receiving sufficient evidence from the employer that he has workers' compensation insurance and a statement from the state treasurer that the employer does not owe the Second Injury and Compensation Assurance Fund any money.
2. The Town of Simsbury Public Works Department shall be notified at least five (5) days prior to beginning work.
3. Prior to beginning work, the "Call Before You Dig" service shall be notified by the Contractor by calling 811 or 1-800-922-4455, or, if the contractor is registered, by e-ticket entry, such that any underground utilities in the immediate vicinity of the work can be marked.
4. All staking and surveying will be the responsibility of the Contractor.
5. All road monuments and lot pins shall be **PRESERVED**. Cost of resetting will be back charged to the Contractor.
6. Sales and Use Tax Exempt Purchase Certificate/ The Contractor's attention is called to Regulation 18 as amended promulgated by the Sales and Use Tax Division of the State Tax Department, which provided for the Exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this contract. The Contractor or Subcontractor shall furnish his suppliers with a completed certificate, in the prescribed form; a copy of which is attached to these specifications
7. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and acceptable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.
13. The Contractor shall pay for any broken utility lines, except where the utility company may be liable under the "Call Before You Dig" law. The Owner will only pay for relocations necessary to complete the work of this project.
14. In accordance with Executive Order 11246, the Contractor is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, recruitment, advertising, solicitation for employment training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or

termination.

15. For all new underground facilities installed after January 1, 1989 which is practicable and for all repairs, replacements or modifications involving an exposure of existing underground facilities at least 100 feet longitudinally after January 1, 1989, of which the utility has knowledge of such exposure, the utility shall install a warning tape located above the facility, and keep appropriate records thereof. The minimum separation between the facility and the warning tape shall be 12 inches unless the depth, other underground facilities or other engineering considerations make the minimum separation infeasible. The warning tape shall be durable, designed to withstand extended underground exposure, be of color assigned to the type of facility for surface markings in Section 16-345-5 (h) and durable imprinted with an appropriate warning or message.



## **SPECIAL PROVISIONS**

1. **Cleaning Up:** The Contractor shall at all times keep the site and work free from accumulations of waste material or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

On completion of the work, the Contractor except as otherwise expressly directed or permitted in writing, shall tear down and remove all temporary structures built by him; shall remove all rubbish and abandoned materials of all kinds from all Contract structures and from any grounds, and shall leave all the grounds which may have been affected by his/her operations in a neat and satisfactory condition. Except as noted, all materials salvaged shall be the property of the Contractor.

7. **Act, Or Failure To Act, On Part Of Engineer Does Not Reduce Liability Of Contractor:**

Giving notice or failure to give notice; or acting as authorized in the preceding sections, or failure to so act, on the part of the Engineer; or any question as to the adequacy of the notice by the Engineer, or of his/her acts, as provided in those sections, shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

8. **Disposal of Surplus Materials:** The Contractor shall be responsible for the removal and satisfactory disposal of all surplus materials unless otherwise specified in the Detail Specifications. Town properties shall not be used for such disposal unless specifically authorized by the Engineer in writing. Property owners adjacent to the work may have indicated to the Town that their land might be available for disposal of surplus fill and this fact may be noted on the Contract Drawings. The Contractor shall, however, make his own arrangements for the use of such private lands and shall, if requested by the Engineer, evidence that such arrangements have been made before such use. Any required local permits shall be the responsibility of the Contractor.

11. **Utility Notification Prior to Excavation:** In accord with Public Act 77-350, the Contractor is required to notify any utility with facilities in the vicinity of the excavation at least two full days prior to excavation. Notification may be given by using the "Call Before You Dig" state wide, toll free telephone number, 811 or 1-800-922-4455., or if the contractor is registered, by e-ticket entry. Responsibility for proper notification of all utilities shall rest with the Contractor.

The Contractor shall contact the appropriate Town authorities concerning any public or semi- public events that may occur during the construction period and that may have an effect on his construction. The contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose on his schedule.

No claims for extras will be allowed because of any delays, caused by the imposed restrictions; however, additional time may be granted for completion of the work to compensate for any delays caused by said restrictions.

12. **The State of Connecticut, Department of Environmental Protection and other involved State agencies** shall have access and inspection rights to all parts of the work on this project.
  13. **Quantities of work** may be increased or decreased by up to 30% with payment to be based on actual quantities of work completed and the bid unit prices.
-

## **EAST WEATOGUE STREET DRAINAGE IMPROVEMENTS**

### **INDEX TO SPECIFICATIONS**

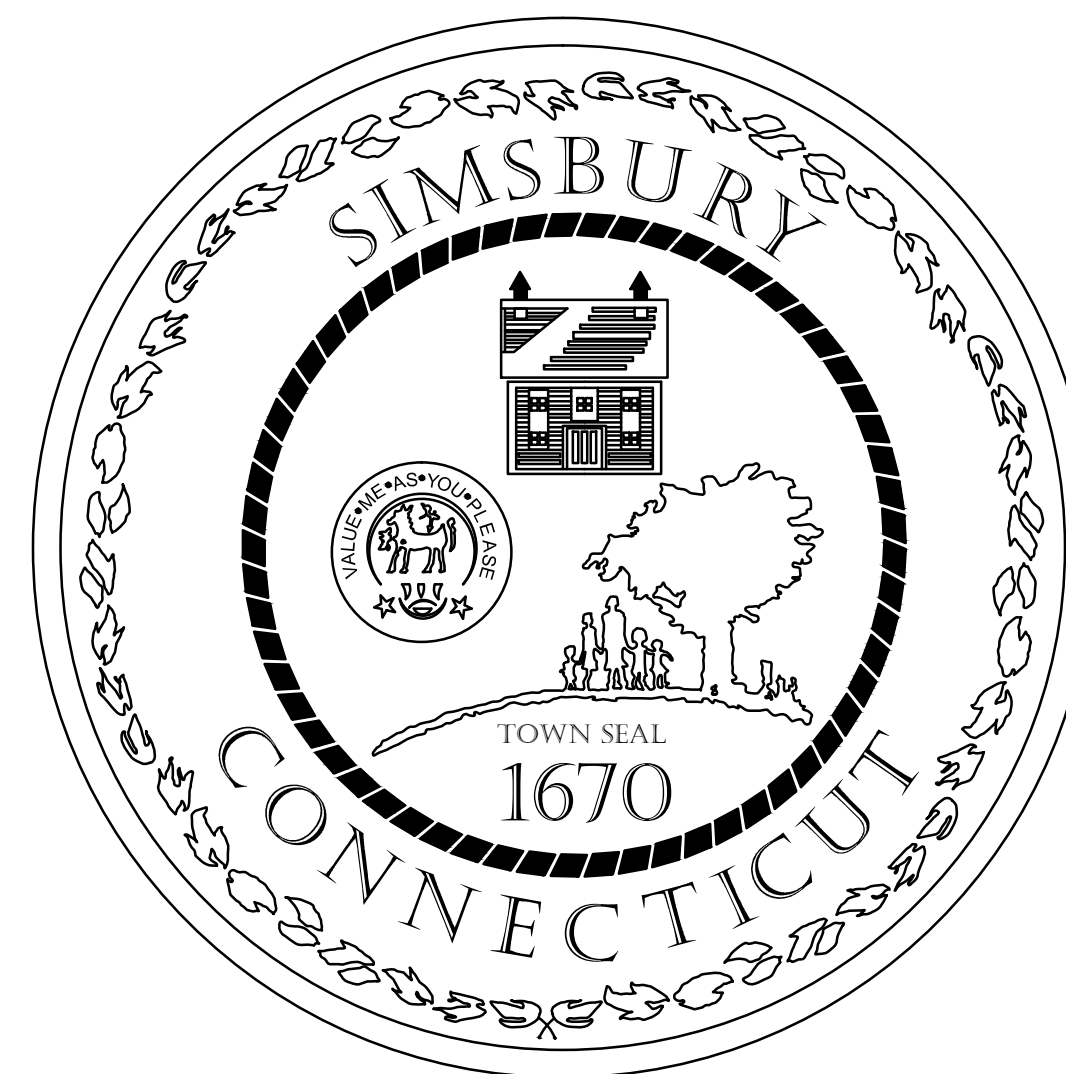
#### **Technical Specifications**

Division I	Test Holes
Division II	Excavation
Division III	Sewer Pipe Installation
Division IV	Replacing Pavement
Division V	Landscaping
Division VI	Concrete Sidewalk
Division VII	Survey & Layout
Division VIII	Drainage
Division IX	Maintenance and Protection of Traffic

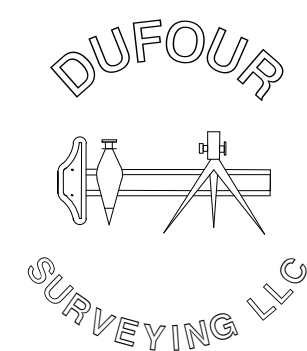
## **APPENDIX 1 - Plan and Profile**

# PROPOSED DRAINAGE IMPROVEMENTS EAST WEATOGUE STREET

DEPARTMENT OF PUBLIC WORKS  
66 TOWN FOREST ROAD  
SIMSBURY, CONNECTICUT



Survey Prepared By:

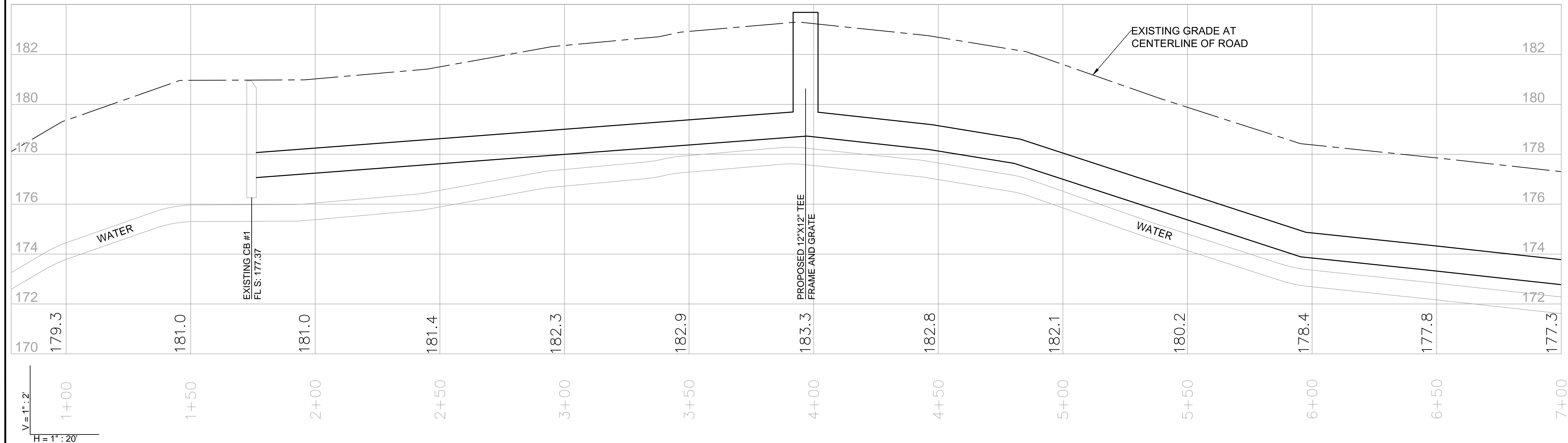



DUFOUR SURVEYING LLC  
575 NORTH MAIN STREET  
BRISTOL, CONNECTICUT 06010  
860-314-0502 860-738-0222

Design Prepared By:

SIMSBURY PUBLIC WORKS  
66 TOWN FOREST ROAD  
SIMSBURY, CONNECTICUT 06092  
860-658-3222

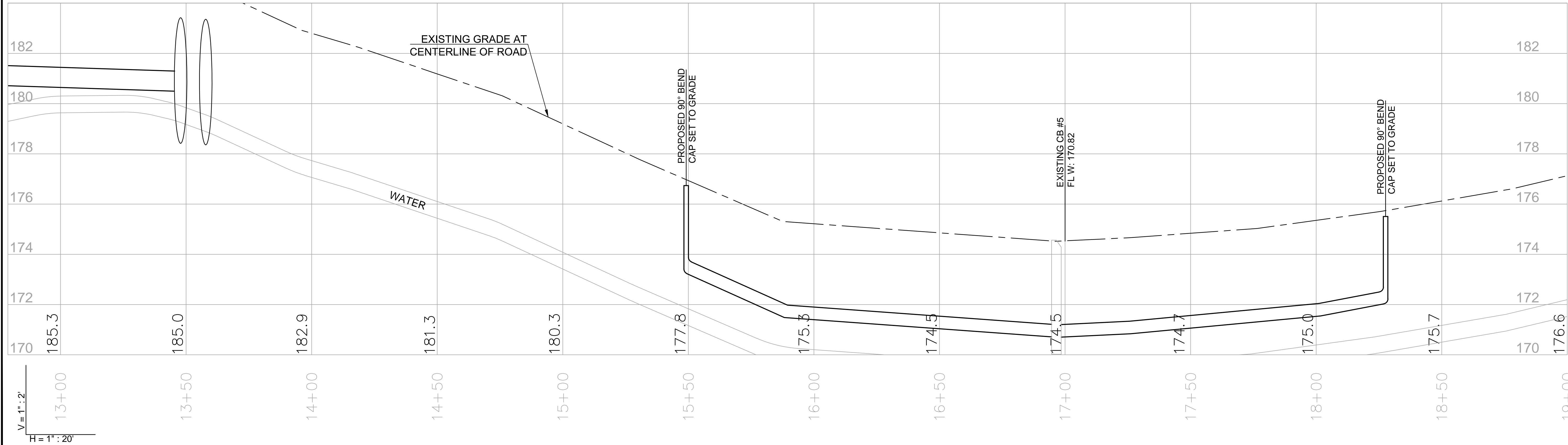
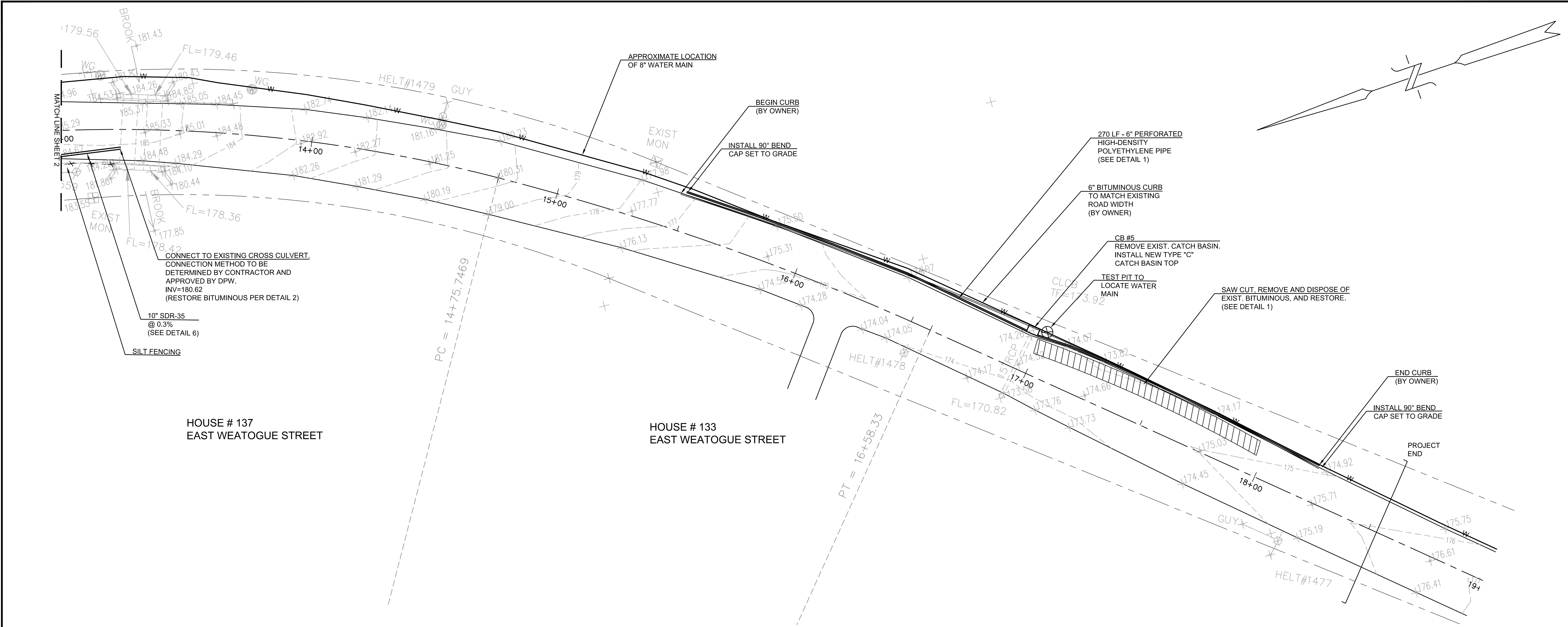




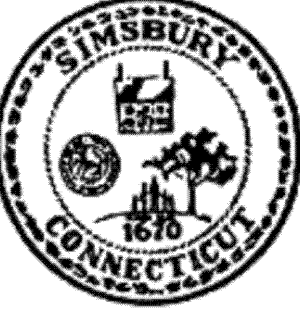
PROPOSED DRAINAGE IMPROVEMENTS EAST WEATOGUE STREET  PLAN AND PROFILE	TOWN OF SIMSBURY  ENGINEERING DEPARTMENT 922 HOPMEADOW STREET  SIMSBURY CONNECTICUT		NO.	REVISION	DATE	BY
			1	ENGINEERING COMMENTS	4/6/17	JJC
			2	DPW COMMENTS	6/17	JJC







NO.	1	2				
	ENGINEERING COMMENTS	DPW COMMENTS				
REVISION						
DATE	4/6/17	6/17				
BY	JJC	JJC				



**TOWN OF SIMSBURY**  
ENGINEERING DEPARTMENT  
922 HOPMEADOW STREET  
Simsbury, Connecticut 06068

PROPOSED DRAINAGE IMPROVEMENTS EAST WEATOGUE STREET	PLAN AND PROFILE

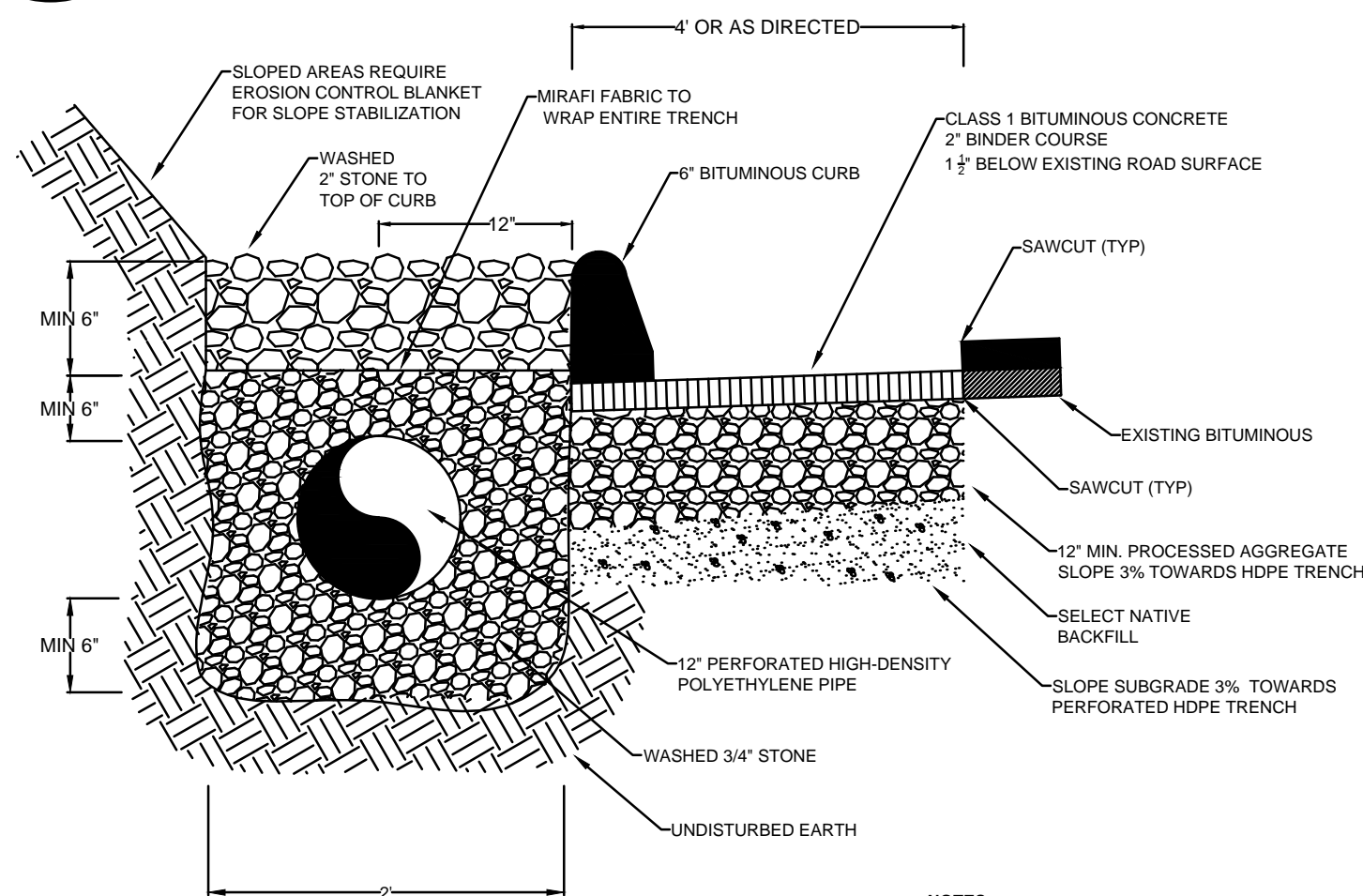
DRAWN BY: JJC	CHECKED BY: YYY
DATE: MAR. 08, 2017	SCALE: 1" = 20'

SHEET

3

(DETAIL  
1)

## PERFORATED HIGH-DENSITE POLYETHYLENE PIPE, TRENCH, AND PAVEMENT RESTORATION



**NOTES:**

PAVEMENT RESTORATION FOR ALL  
PIPE TRENCHES EXCEPT CROSSINGS

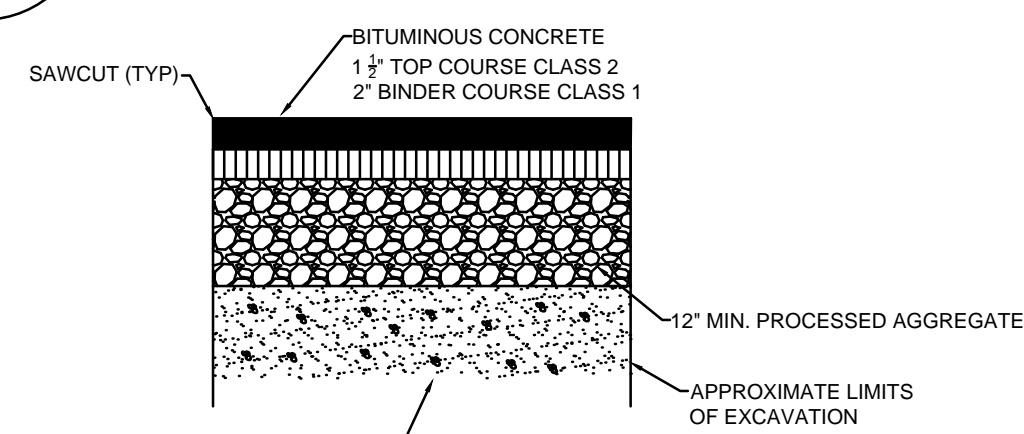
MINIMUM PIPE DEPTH TO BE 42"

PIPE MAY BE PLACED UNDER EDGE OF  
ROADWAY IN AREAS OF SLOPES

CONTRACTOR TO TAKE CARE NOT TO  
DAMAGE EXISTING VEGETATION ON  
EARTHEN SLOPES

DETAIL  
2

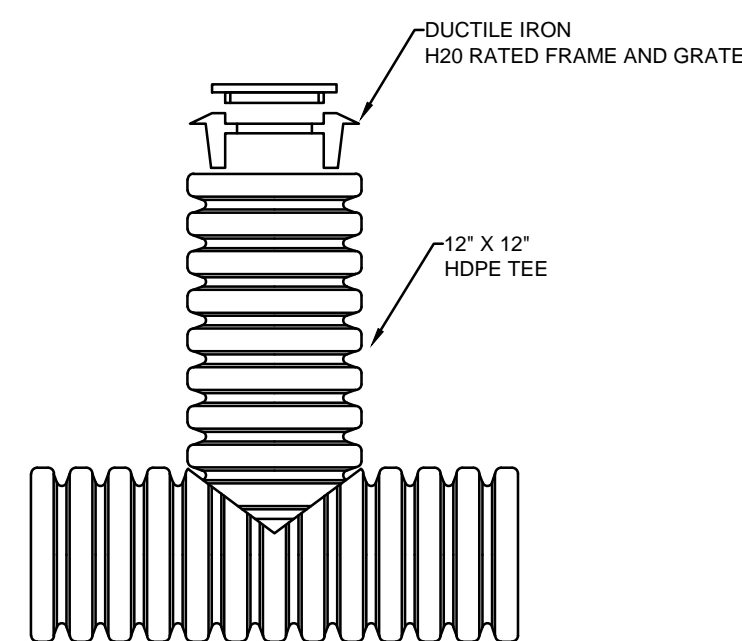
**PERMANENT TRENCH REPAIR**  
**(TOWN ROADS)**



**NOTE:**

PAVEMENT RESTORATION FOR ALL  
PIPE TRENCHES CROSSING ROAD

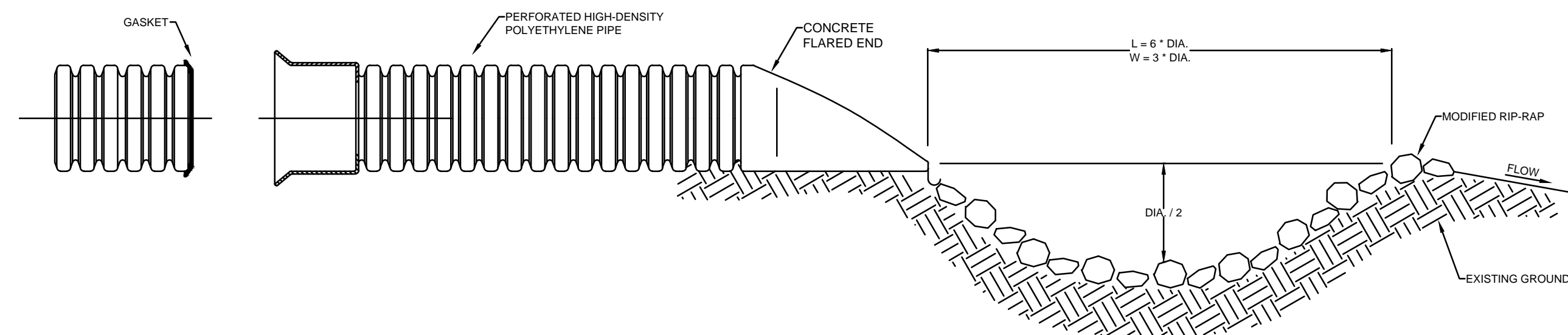
**12" X 12" HIGH-DENSITE POLYETHYLENE**  
**TEE, FRAME AND GRATE**



DETAIL  
4

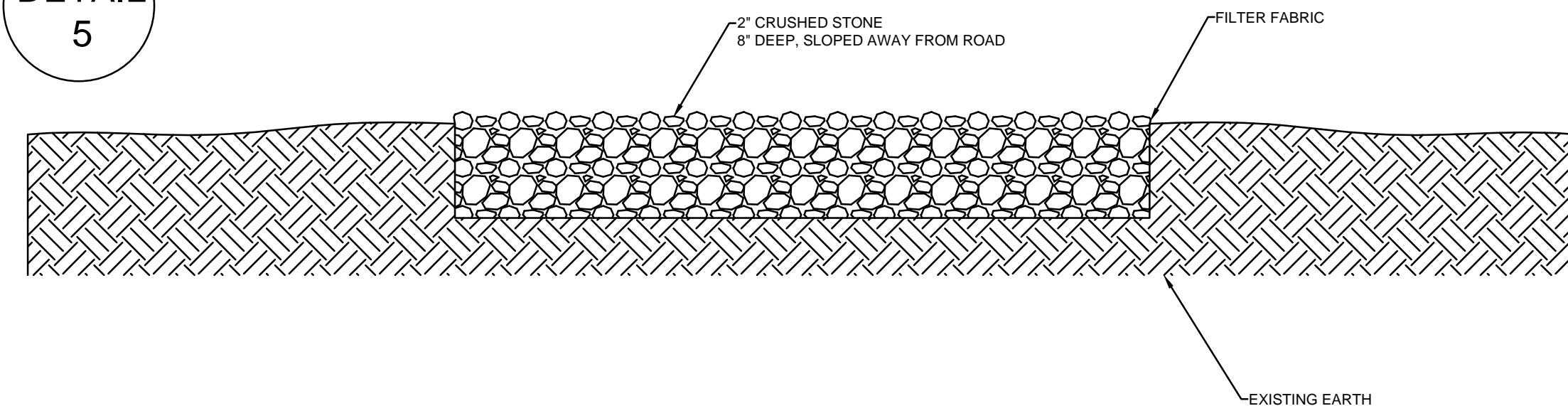
DETAIL  
3

## PLUNGE POOL



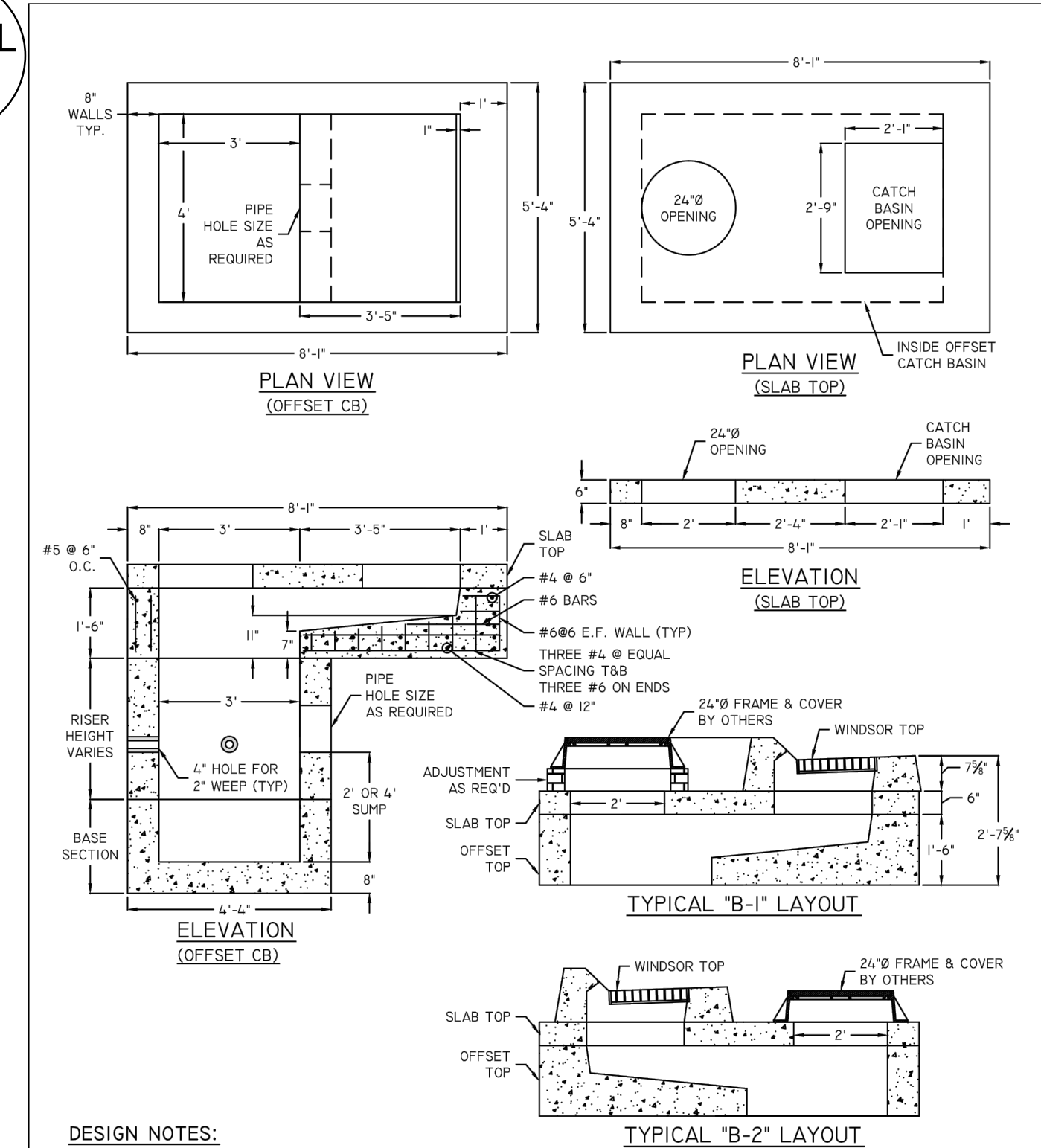
DETAIL  
5

**15' X 5' STONE APRON**



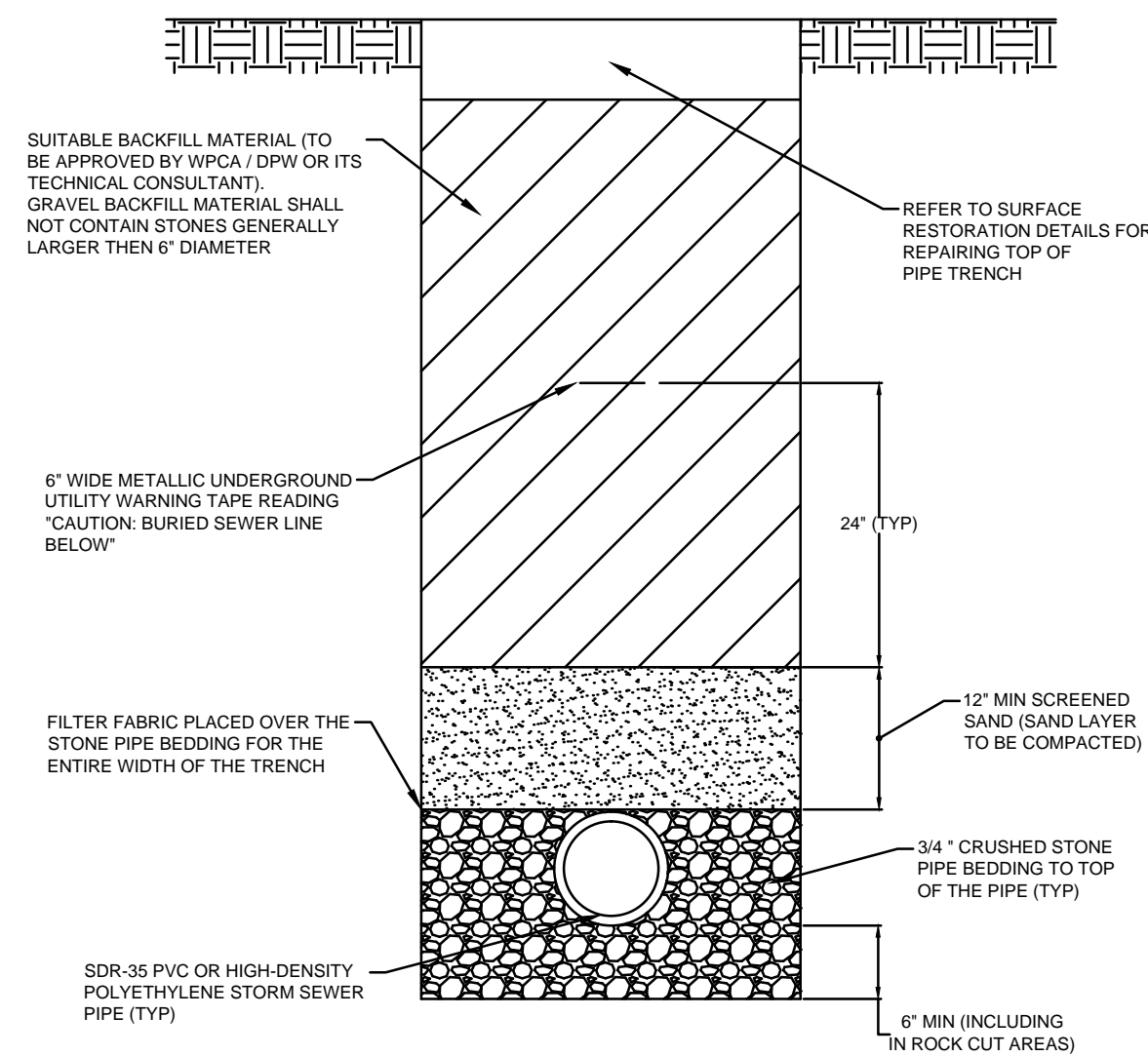
**OFFSET CATCH BASIN**  
**TO BE USED WHERE WATER LINE IS IN CONFLICT**

DETAIL  
8

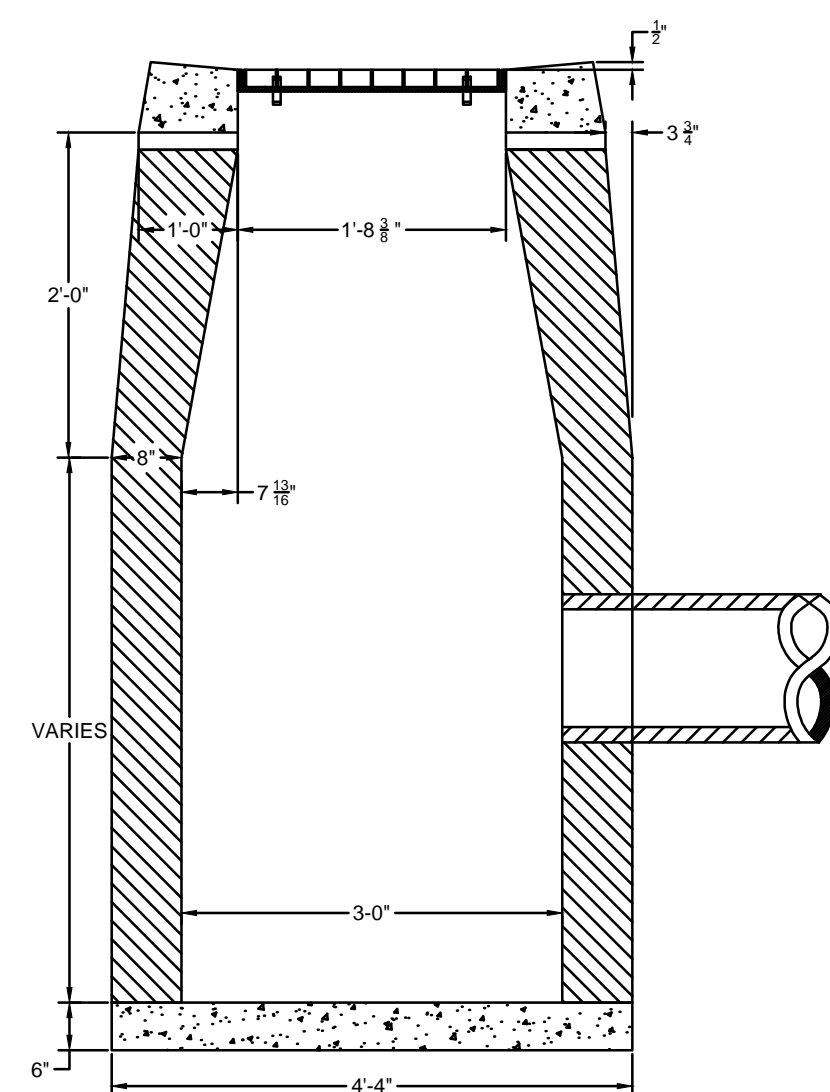


(DETAIL  
6

**HIGH-DENSITY POLYETHYLENE**  
**STORM SEWER SERVICE TRENCH**



### TYPE "C-L" CATCH BASIN



DETAIL  
7

### TYPE "C" CATCH BASIN

