

TOWN OF SIMSBURY

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

INVITATION FOR BID

FOR

**RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS VARIOUS LOCATIONS,
SIMSBURY**

The Town of Simsbury is soliciting bids for random crack sealing services for bituminous pavement at various locations within the Town of Simsbury. The scope of work is to include furnishing all labor, materials, equipment necessary for the work as specified.

Proposals will be accepted by Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., ~~August 8, 2019~~ August 22, 2019.

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
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS
SIMSBURY, CT 06070**

1. Project Overview:

The Town of Simsbury is soliciting bids for random crack sealing on various streets in Town. For bids to be considered, it is required that each street be priced out individually on the bid form. A complete list of streets is included in the Bid Form Table found in Bid Form section of this Invitation to Bid.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the random crack sealing of each roadway within the Town as specified.

2. Key Event Dates:

Invitation to Bid Issued	8/8/2019
Pre-Bid Conference	N/A
Bids Due	8/22/2019 at 10 AM
Commencement of Work	Within 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 Proposal for Town of Simsbury – RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the Town Hall prior to 10 AM, August 22, 2019. Postmarks are NOT an acceptable waiver of this policy.
- 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, or by mail to the Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. 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:

Not Applicable

7. Interpretation of Acceptable Work:

All work on this project is to be in accordance with the specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. Work is to be done in a clean and workman-like fashion and meet industry best practices for quality and performance.

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 (10) 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 exceeding 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
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

Pursuant to, and in compliance with, the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications and in conformance with generally accepted industry practice.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury

In submitting this BID, the BIDDER acknowledges that:

1. Each bid price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the bid prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

BID FORM
RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS

All payments for work completed for the bid shall comply with Section J of the GENERAL SPECIFICATIONS FOR WORK. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

BIDDER shall assume all square yards indicated in the Bid Form Table are accurate estimates within a margin of error of 5%.

Product to be used as a Sealant: _____

Proposed Installation Method: _____
(Banding type pour pot or high pressure hose line and applicator)

Anticipated Delivery Date: _____
Assuming Sept. 4, 2019 Notice to Proceed

Please fill out the Random Crack Sealing 2019 Bid Chart on the following pages. No bid shall be considered without the completion of this chart.

Random Crack Sealing 2019 Bid Chart

Street Name	From Street	To Street	Length (Feet)	Width (ft)	Square Yards	Total Cost (\$)
ANN MAR LANE	OLD FARMS ROAD	HYER DRIVE	436.00	26.00	1259.56	\$
ANN MAR LANE	HYER DRIVE	CUL-DE-SAC	1391.00	26.00	4018.44	\$
BELDENWOOD ROAD	FIRETOWN ROAD	RIDGE ROAD	558.00	28.00	1736.00	\$
BELDENWOOD ROAD	RIDGE ROAD	HERITAGE LANE	757.00	28.00	2355.11	\$
BELDENWOOD ROAD	HERITAGE LANE	CUL-DE-SAC	860.00	28.00	2675.56	\$
CHESTNUT HILL ROAD	WEST MOUNTAIN ROAD	HUCKLEBERRY LANE	848.00	26.00	7349.33	\$
CHESTNUT HILL ROAD	HUCKLEBERRY LANE	HUCKLEBERRY LANE	428.00	26.00	1236.44	\$
CHESTNUT HILL ROAD	HUCKLEBERRY LANE	WATCH HILL LANE	162.00	26.00	468.00	\$
CHESTNUT HILL ROAD	WATCH HILL LANE	GLEN HOLLOW LANE	673.00	26.00	1944.22	\$
CHESTNUT HILL ROAD	GLEN HOLLOW LANE	MADISON LANE	1074.00	26.00	3102.67	\$
FOREST LANE	BUSHY HILL LANE	WOODSIDE CIRCLE	555.00	24.00	1480.00	\$
GLEN HOLLOW LANE	CHESTNUT HILL ROAD	SHERWOOD LANE	412.00	27.00	1236.00	\$
GLEN HOLLOW LANE	SHERWOOD LANE	CUL-DE-SAC	939.00	27.00	2817.00	\$
HERITAGE LANE	BELDENWOOD ROAD	CUL-DE-SAC	1012.00	26.00	2923.56	\$
HUCKLEBERRY LANE	CHESTNUT HILL ROAD	CHESTNUT HILL ROAD	1804.00	26.00	5211.56	\$
HYER DRIVE	ANN MAR LANE	CUL-DE-SAC	765.00	26.00	2210.00	\$
MADISON LANE	WEST MOUNTAIN ROAD	CHESTNUT HILL ROAD	1949.00	26.00	5630.44	\$
MADISON LANE	CHESTNUT HILL ROAD	WINTERGREEN LANE	699.00	26.00	2019.33	\$
MADISON LANE	WINTERGREEN LANE	CUL-DE-SAC	829.00	26.00	2394.89	\$
OLD FARMS ROAD	FIRETOWN ROAD	TOLLGATE LANE	534.00	26.00	1542.67	\$
OLD FARMS ROAD	TOLLGATE LANE	BRIARWOOD DRIVE	529.00	26.00	1528.22	\$
OLD FARMS ROAD	BRIARWOOD DRIVE	MEADOW CROSSING	374.00	26.00	1080.44	\$
OLD FARMS ROAD	MEADOW CROSSING	ANN MAR LANE	518.00	26.00	1496.44	\$
OLD FARMS ROAD	ANN MAR LANE	SMOKEY RIDGE ROAD	655.00	26.00	1892.22	\$
OLD FARMS ROAD	SMOKEY RIDGE ROAD	WYNGATE LANE	939.00	26.00	2712.67	\$
OLD FARMS ROAD	WYNGATE LANE	HOLCOMB STREET	837.00	26.00	2418.00	\$
OLD FARMS ROAD	HOLCOMB STREET	ELCY WAY	997.00	26.00	2880.22	\$
OLD FARMS ROAD	ELCY WAY	GREAT POND ROAD	806.00	26.00	2328.44	\$
OLD FARMS ROAD	GREAT POND ROAD	LENORA DRIVE	943.00	26.00	2724.22	\$
OLD FARMS ROAD	LENORA DRIVE	JOSHUA LANE	1113.00	26.00	3215.33	\$
PINECREST DRIVE	WESTRIDGE DRIVE	WESTRIDGE DRIVE	1603.00	26.00	4630.89	\$
RIDGE ROAD	BELDENWOOD ROAD	CUL-DE-SAC	1555.00	22.00	3801.11	\$
SACHEMS TRAIL	WEST MOUNTAIN ROAD	CUL-DE-SAC	1565.00	26.00	4521.11	\$
SHERWOOD LANE	GLEN HOLLOW LANE	CUL-DE-SAC	806.00	26.00	2328.44	\$
SUGAR LOAF CUT	WESTLEDGE ROAD	WEST MOUNTAIN ROAD	1028.00	24.00	2741.33	\$

Random Crack Sealing 2019 Bid Chart (cont.)

Street Name	From Street	To Street	Length (Feet)	Width (ft)	Square Yards	Total Cost (\$)
WEST MOUNTAIN ROAD	FARMS VILLAGE ROAD	SUGAR HOLLOW LANE	488.00	31.00	1680.89	\$
WEST MOUNTAIN ROAD	SUGAR HOLLOW LANE	SUGAR LOAF CUT	680.00	31.00	2342.22	\$
WEST MOUNTAIN ROAD	SUGAR LOAF CUT	SHINGLE MILL ROAD	899.00	31.00	3096.56	\$
WEST MOUNTAIN ROAD	SHINGLE MILL ROAD	TOOTIN HILL ROAD	2324.00	31.00	8004.89	\$
WEST MOUNTAIN ROAD	TOOTIN HILL ROAD	NIMROD ROAD	970.00	31.00	3341.11	\$
WEST MOUNTAIN ROAD	NIMROD ROAD	SACHEMS TRAIL	1272.00	31.00	4381.33	\$
WEST MOUNTAIN ROAD	SACHEMS TRAIL	QUORN HUNT ROAD	209.00	31.00	719.89	\$
WEST MOUNTAIN ROAD	QUORN HUNT ROAD	LOSTBROOK ROAD	1687.00	31.00	5810.78	\$
WATCH HILL LANE	CHESTNUT HILL ROAD	CUL-DE-SAC	917.00	26.00	2649.11	\$
WESTRIDGE DRIVE	BUSHY HILL ROAD	PINECREST DRIVE	990.00	26.00	2860.00	\$
WESTRIDGE DRIVE	PINECREST DRIVE	PINECREST DRIVE	1149.00	26.00	3319.33	\$
WESTRIDGE DRIVE	PINECREST DRIVE	DEAD END	1162.00	26.0	3356.89	\$
WINTERGREEN LANE	MADISON LANE	CUL-DE-SAC	976.00	26.00	2819.56	\$
WOODSIDE CIRCLE	BUSHY HILL ROAD	FOREST LANE	1133.00	27.00	3399.00	\$
WOODSIDE CIRCLE	FOREST LANE	BUSHY HILL ROAD	715.00	27.00	2145.00	\$
		TOTALS	46,524.00		143,836.42	\$

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

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 Bid 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 _____, 2019

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 _____, 2019

Title

My Commission expires _____, 20__

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

RANDOM CRACK SEALING FOR BITUMINOUS PAVEMENTS
GENERAL SPECIFICATIONS FOR WORK

A. Scope of Work

The work covered by this section of these specifications consists of furnishing all plant, labor, equipment and material necessary to perform all operations in connection with reshaping, cleaning, and sealing of random cracks in bituminous concrete pavements, and vegetation removal and sterilization of cracks where necessary.

B. Materials

1. Sealant must be Crafft or Koke or an approved equal and exceed federal standard ASTM D3405.
2. 3060 granulated "black beauty" slag.
3. Ground reclaimed rubber (filler material) or approved equal.
4. Provide MSDS sheets on all materials.

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.

1. Manually operated gas powered air broom or self-propelled sweeper, designed especially for cleaning highways and/or air field pavements, shall be used to remove debris, dirt and dust from the road surface.
2. Hand tools shall consist of brooms, shovels, metal bars with chisels and any other tool which may be used or needed to satisfactorily complete this work.
3. Melting Kettle: the unit used to melt joint sealing compound shall be a double boiler, indirect fired type. The space between the inner and outer shell shall be filled with suitable heat transfer oil or substitute with a flash point of not less than 600 degrees Fahrenheit. The kettle shall be equipped with means of continuous agitation to maintain a homogenous joint sealant blend. This shall be accomplished by the use of an auger agitator. The agitator shall be permanently equipped with thermostatic controls and temperature gauges on both sealant and transfer medium. Kettle shall be capable of pressure applying and recirculating sealant in order to maintain constant pouring temperature.
4. Equipment used for blowing clean and drying air for the rejuvenation of sidewalls of cracks and joint shall be a compressed air blow dryer. The air compressor shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90lbs. per square inch pressure at the nozzle. The compressor shall be equipped with the necessary features to maintain the compressed air free of oil and water.

D. Preparation

1. All cracks 1/8" and wider shall be sealed.
2. Cracks shall be thoroughly cleaned. No crack sealing material shall be applied in wet cracks or where frost, snow or ice is present or when ambient temperature is below 40 degrees Fahrenheit.
3. Debris removal: all old material and debris removed from cracks shall be cleaned from the pavement surface.
4. Vegetation: when cracks show evidence of vegetation, it shall be removed, eliminating all dirt and moisture. All cracks of sufficient depth and over 3/4" in width shall, when necessary, be filled with ground reclaimed rubber to within 5/8" of the top of pavement.
5. Dry granulated "black beauty" slag or approved equal shall be dusted over cracks to eliminate pick-up.

E. Preparation of Sealant

Joint sealant material shall be heated and applied at temperatures specified by the manufacturer.

F. Installation of Sealant

All cracks shall be sealed as specified herein, and the sealant shall be bonded to the pavement. Sealant shall be applied by a banding type pour pot or through a high pressure hose line and applicator shoe the diameter of which is not to exceed 3½ inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3". When traffic requires the use of the roadway, a boiler slag aggregate shall be applied over the cracks to prevent the sealant from being picked up.

G. Workmanship

All workmanship shall be of the highest quality. All excess and spilled sealer shall be removed from the pavement by approved methods and discarded. Do not overband or fill excessively. No overbanding shall be allowed on areas where cars park. Any workmanship determined by the director of public works to be below standards shall be corrected and/or replaced by the contractor.

H. Scheduling of 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.

I. 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 may need to 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.

J. Measurement and Payment

All work will be paid as a Lump Sum for work complete and in place according to the contract documents on a street by street basis. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

END

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 Engineer, 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 Engineer, 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:	\$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 ENGINEER, 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 the ENGINEER 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 ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the ENGINEER 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 ENGINEER may determine justifies the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER and incorporated in a CHANGE ORDER.

- 20.3 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.
- 20.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, 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 plus reasonable profit.
- 20.5 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, or the ENGINEER 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 to date. 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. In no event shall Contractor be entitled for costs and expenses for work not yet completed.

- 20.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

21. INDEMNIFICATION

- 21.1 The CONTRACTOR will defend 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.

- 21.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER or any of its agents or employees arising out of the preparation or approval of MAPS, DRAWINGS, Opinions, Reports, Surveys, CHANGE ORDERS, Designs, or SPECIFICATIONS.

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 ENGINEER 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 The CONTRACTOR may utilize the services of Specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by Specialty CONTRACTORS.
- 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 Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing Connecticut Arbitration law.
- 25.2 Notice of the Demand for Arbitration shall be filed in writing with the Other Party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the Engineer. The Demand for Arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable Statute of Limitations.
- 25.3 The CONTRACTOR will carry on the WORK and maintain the Progress Schedule during any Mediation proceedings, unless otherwise mutually agreed in writing.

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 backcharged 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.

2. **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.

3. **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.

4. **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.

5. **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.
6. **Quantities of work** may be increased or decreased by up to 50% with payment to be based on actual quantities of work completed and the bid unit prices.