

Town of New Milford
Project Manual and Bid Documents

For:

**Reconstruction of Long Mountain Road and
Squire Hill Road**



Affirmative Action /Equal Opportunity Employer

Minority/Women

Business Enterprises are encouraged to apply.

Funded by:
Town of New Milford

and the taxpayers of the Town of New Milford

Prepared by:
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Mayor Pete Bass

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PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, July 12, 2018. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked:** Long Mountain Rd and Squire Hill Rd Rehabilitation. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, July 12, 2018 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town intends to reclaim existing pavement; install roadway base, pave, perform storm drainage updates, remove rock/ledge and install guiderail to enhance safety and quality of the roadways.

Plans and specifications must be obtained at Advance Reprographics, 50 Corporate Avenue, Plainville, CT, (860) 410-1020.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.



Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

**Reconstruction of Long Mountain Road and Squire Hill Road
New Milford, CT**

INFORMATION FOR BIDDERS

SUBJECT:

1. Receipt and Opening of Bids
2. Preparation of Bid
3. Subcontracts
4. Qualifications of Bidder
5. Bid Security
6. Liquidated Damages for Failure to Enter into Contract
7. Time of Completion and Liquidated Damages
8. Conditions of Work
9. Addenda and Interpretations
10. Security for Faithful Performance
11. Power of Attorney
12. Notice of Special Conditions
13. Laws and Regulations
14. Obligation of Bidder
15. Hiring of Local Labor
16. Affirmative Action Requirements

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS:

The Town of New Milford, hereinafter referred to as the Municipality, invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by The Purchasing Authority at the Office of Finance, Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on July 12, 2018 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT, and designated as Bid for the Reconstruction of Long Mountain Road and Squire Hill Road. The Municipality may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any or all portions of bids and take any action deemed to be in its best interest.

2. PREPARATION OF BID:

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following:

- A. *Bid Forms (Quantity Estimate Sheets & Bid Sheet Summary)*
- B. *Indemnification, Acknowledgement & Agreement*
- C. *Non-Collusion Affidavit of Prime Bidder*
- D. *Certificate as to Corporate Principal*
- E. *Statement of Contractor's Qualifications*
- F. *Bid Security (5% Bid Bond)*
- G. *Any other documents required in the Special Provisions (Section II)*
- H. *Insurance Requirements*

3. SUBCONTRACTS:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Municipality.

4. QUALIFICATIONS OF BIDDER:

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. The Municipality reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Municipality that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

5. BID SECURITY:

Each bid must be accompanied by a bid bond duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds, and certificates of insurance required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Municipality, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Municipality and to fully complete the project within consecutive calendar days thereafter. The bidder must agree also to pay as liquidated damages the sum of \$1,000.00 for each consecutive calendar day thereafter. See Article 2 and "Notice to Contractor – Contract Time and Liquidated Damages" special provision.

8. CONDITIONS OF WORK:

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

9. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications, or other prebid documents will be made to any bidder orally.

Every request for such interpretation must be in writing and addressed to Daniel Stanton, P.E., Town Engineer, 10 Main Street, New Milford, CT, or emailed to dstanton@newmilford.org and vdouglass@newmilford.org, and to be given consideration, must be received at least seven days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which will be made available at Advanced Reprographics (50 Corporate Avenue, Plainville, CT 06062, (860) 410-1020) seven or more days prior to the date fixed for the opening of the bids. It shall be each Bidder's responsibility to make inquiry as to the Addenda issued. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

11. POWER OF ATTORNEY:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. NOTICE OF SPECIAL CONDITIONS:

Although each and every part of the General Conditions is important, particular attention is called to those sections pertaining to the following, when applicable:

- A. Inspection and testing of materials;
- B. Insurance requirements;
- C. Wage rates;
- D. Contract Compliance Reporting Requirements; and
- E. Stated allowances.

13. LAWS AND REGULATIONS:

The bidders' attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full.

14. OBLIGATION OF BIDDER:

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation with respect to his bid.

15. HIRING OF LOCAL LABOR:

This section emphasizes that every contractor and subcontractor undertaking to do work on the project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is Litchfield County Non-Metro.

The contractor will be responsible for assuring that his subcontractors comply with this goal. This section emphasizes that every contractor and subcontractor undertaking to do work on the project shall employ to the maximum extent practical, in carrying out the work under this contract, qualified persons who regularly reside in the designated area where such project is located. For the purposes of this contract, the designated area is Litchfield County Non-Metro.

SECTION I – CONTRACT AGREEMENT

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms:

Wherever the words defined in this section, or pronouns used in their stead, occur in the specifications, they shall have the meanings herein given.

Contract Documents: Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Special Provisions, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

Public Works Director: The Public Works Director, of the Town of New Milford, Connecticut, under whose authority all public works are performed, hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Public Works Director, as well as the Engineer.

Engineer: The Engineer shall mean the Town of New Milford Town Engineer, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears, it shall mean the Engineer or his duly authorized representatives performing their usual duties, i.e., clerk of the works, etc.

Contractor: Party of the second part to the contract, acting directly or through his agent or employees.

Subcontractor: Any individual, firm, partnership or corporation to whom the Contractor sublets or assigns any part or parts of this project covered by this contract.

Notice: The term "notice" as used herein shall mean and include written notices. Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm, or corporation for whom intended or to his or their or its duly authorized agent, representative, or office, or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address.

As Directed. As Required. Etc.: Wherever in the specifications, or on the drawings the words "As Directed," "As Ordered," "As Requested," "As Required," "As Permitted," or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved," "Accepted," "Satisfactory," and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

Elevation: The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet above the Datum Adopted by the Engineer. **NOTE:** Unless otherwise stated elsewhere in the

contract documents and/or on the contract drawings, vertical elevation datum for Long Mountain Road is based upon NAVD 1988 and Squire Hill is based upon NGVD 1929.

Rock: The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock of 1 cubic yard or more which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel and no loose, shaken, or previously blasted rock or broken stone in rock fillings or elsewhere and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as 'Rock.'

Earth: The word "Earth," wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

Laborers: When used herein, shall include all workmen, tradesmen, mechanics or any other hourly paid employees.

1.2 Abbreviations:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth below:

<i>AASHTO</i>	American Association of State Highway Transportation Officials
<i>ACI</i>	American Concrete Institute
<i>AISC</i>	American Institute of Steel Construction
<i>ASA</i>	American Standard Association
<i>ASCE</i>	American Society of Civil Engineers
<i>ASTM</i>	American Society for Testing and Materials
<i>NEC</i>	National Electrical Code

1.3 Substitutes "(Or Equal Clauses)":

Whenever in this contract or specifications a particular brand or make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment should be regarded merely as a standard unless otherwise specified. If three or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the others. When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device, or equipment is recognized as equal to that specified, considering quality, workmanship, and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with

approved modern practice. Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

ARTICLE 2 – CONTRACT PERIOD

2.1 Contract Time Frame:

The contract period is established from the Notice to Proceed issued by the Engineer for a period of calendar days, including weekends and holidays, as detailed in “Notice To Contractor – Contract Time and Liquidated Damages” (page SP-2).

2.1.1 Liquidated Damages:

Failure of the Contractor to meet this established time frame will result in liquidated damages being assessed in the amount of \$1,000/day for each and every calendar day beyond the contract time limit. See NTC – Contract Time and Liquidated Damages (page SP-2).

2.1.2 Time is of The Essence:

Time is of the essence for this contract as execution of the work may inconvenience property owners, vehicular traffic, and pedestrians and adversely affect business in the area; therefore, it is essential that the work be pressed vigorously to completion. Also, the cost of Town administration and supervision of construction will be increased as the time occupied in the work is lengthened, and the deprivation to the residents of the Town of the needed improvement on herein contract may cause damages to the Town.

In the event the Contractor fails to perform the work in a timely manner due to the Contractor's poor planning, financial status, errors in construction, or any other reason directly attributed to the Contractor's circumstances, the Town may institute default proceedings against the Contractor to recover damages and losses. Any payments due the Contractor may be withheld pending final determinations, and the bonding company for the performance of the work on this contract may be notified of impending actions that may be warranted.

If any delay is imposed on the Contractor by specific orders of the Engineer, i.e.; to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the Contract Documents), material or labor strikes, acts of God, etc., such delay will entitle the Contractor to an equivalent extension of time.

When extra or additional work is ordered by the Engineer, the Contractor will be allowed an extension of time expressed in days as determined by the Engineer. The Contractor shall submit a written request for an extension of time, along with reasons for the request. A written response will be transmitted to the Contractor with a determination by the Town as to whether or not an extension of time will be granted. See Section 2.2 Modification Procedures for issuance of change orders and/or time

extensions.

2.1.3 Commencement of Work

The Contractor shall commence work on the day specified in the Notice to Proceed issued by the Engineer and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

2.2 Modification Procedures

- A. Construction Change Directive: Engineering Department may issue a document, signed by Town of New Milford, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The document will describe changes in the Work and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change in Work.
- B. Proposal Request: Engineering Department may issue a document which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 2 days.
- C. Computation of Change in Contract Amount:
 - 1. For change requested by Engineering Department for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Engineering Department.
 - 3. For predetermined unit prices and quantities, the amount will be based on the fixed unit prices as bid by contractor.
- D. Execution of Change Orders: Engineering Department will issue Change Orders for signatures of parties.
- E. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- F. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.

ARTICLE 3 – BIDDING REQUIREMENTS AND FORMS

3.1 Special Provisions

All work done under this contract shall be in conformance with the Town of New Milford ROW Ordinance; Town of New Milford ROW Ordinance Detail Drawings; Town of New Milford construction standards; the latest edition Manual of Uniform Traffic Control Devices; Town of New Milford Transportation Design Standards; CTDOT Form 817 and most recent supplements; the plans, and these special provisions.

3.2 Corrections

Erasures or other changes in the Bid must be initialed by the Bidder.

3.3 Time for Receiving Bids

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by U.S. Mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Owner that the nonarrival time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

3.4 Opening of Bids

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons interested may be present, in person or by representative.

3.5 Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the U.S. Mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

3.6 Award of Contract: Rejection of Bids

If the Contract is awarded, it will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids and Instructions to Bidders. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection to waiver is in its interest.

3.6.1 Basis of Award:

Bids, as stated in the "Bid Sheet," will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices. In the event that there is a discrepancy in the bid sheet between the lump-sum or unit

prices written in words and figures, the prices written in words shall govern. The Town agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as herein above set forth in the Bid Sheet.

ALTERNATES NOTE:

Alternate bid items shall include the cost of all labor, materials, equipment, time extension or deletion, general conditions, general requirements, overhead, profit, insurance, for the work. Claims for extras resulting from the acceptance or rejection of any alternate item will not be allowed.

If any bid for such Alternates is obviously unbalanced either in excess of, or below reasonable fair market values, then the entire bid will be considered nonresponsive, and the bid will be rejected.

The Award of Contract will be made to the lowest responsible bidder for the "Base Bid" work – which does not include the bid price for any Alternate.

The Owner shall have the right to accept or omit any Alternate.

The Drawings, Specifications, and other Contract Documents shall be considered appropriately modified by either the acceptance or omission of any Alternates.

The contract completion date (calendar days) will be adjusted if any of the Alternates is added. The additional days granted should be considered to perform the alternate work only and substantial completion based on base bid items and contract days.

- *Bid Alternate No. 1 (Long Mountain Road ledge removal from Sta. 98+20 to 101+40 Left) – 14 additional calendar days*
- *Bid Alternate No 2 (Double yellow centerline on Long Mountain Road & Squire Hill Road) – 2 additional calendar day*
- *Bid Alternate No 3 (Sharrows markings on Squire Hill Road) – 2 additional calendar days*

Other requests on the base bid for time extensions shall be approved/rejected by the Engineer.

All costs associated with the above time extensions(s) are to be included in the Alternate Price. After award of the contract, one or more of the alternates for which funds are available may be added to the Contract in the discretion of the Owner. The adjustment to the bid price shall be solely based on the bid price for the alternate(s) added. The Contractor will be notified as to which alternates will be included in the Contract within fourteen (14) calendar days of the Award of Contract.

3.6.2 Rejection of Bids:

The Owner also reserves the right to consider as not responsible any Bidder who does not habitually perform with his own forces at least fifty percent (50%) of the dollar value of the work involved in this Contract.

3.7 Representations of Contractors:

By signing and submitting the attached bidding sheet(s), the Contractor represents and warrants:

1. That he is financially solvent and that he is experienced in and competent to perform

- the type of work, or to furnish plant and equipment materials and supplies.
2. That he is familiar with all federal, state, and municipal laws, ordinances, and regulations, which in any way may affect the work of those employed therein.
 3. That he has carefully examined the plans and specifications and the site of the work and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality, and quantity of the surface and subsurface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions, and all other conditions which may in any way affect the work.

3.7.1 Inspection of Site

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work and labor and shall fully inform himself as to the facilities involved, the difficulties, and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Special Provisions, and all other Contract Documents. The Contractor agrees, by the execution of the Contract, that he shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner shall be justified in rejecting any claim based on facts regarding which the Contractor should have known as a result thereof.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

3.7.2 Interpretations and Addenda

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, which will be made available at Advanced Reprographics (50 Corporate Avenue, Plainville, CT 06062, (860) 410-1020) seven or more days prior to the date fixed for the opening of the bids. It shall be each Bidder's responsibility to make inquiry as to the Addenda issued, and all

such Addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3.8 Bid Forms:

These Contract Documents include a complete set of Bid and Contract Forms which are for the convenience of Bidders. This package, in its entirety, will make up the Contract Agreement; however, only the required Bid Forms are to be filled out, signed, date, and stamped (if required) at the time of Bidding but are not to be detached from the Contract Documents. The Contract forms will be executed upon award of the bid to the successful responsible bidder.

3.8.1 Use of Separate Bid Sheets

Bidders should submit forms, as required. Bid documents should not be attached to bid specifications.

3.8.2 Bid Submission

All bids must be typed and submitted in duplicate on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Forms by the Bidder.

Two (2) original copies of Bid Documents including the Bid, the Bid Guaranty (if requested), the Form of Surety Guaranty (if requested), the Non-Collusion Affidavit(s), Certification(s) Regarding Equal Employment Opportunity, Certificate of Corporate Principal, Indemnification, and Qualifications shall be enclosed in envelopes (inner and outer), both of which shall be sealed and clearly labeled with the words "Bid Documents" project name, name of Bidder, and date and time of Bid opening, in order to guard against premature opening of the bid.

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same.

Each Bidder shall include in his Bid the following information:

Principals:

Names
Home addresses, including city, state and zip code
Telephone numbers:
Office, mobile, pager, and fax

Firm:

Name
Treasury number
Address
City, state, zip code

3.8.3 Collusive Agreement

Each Bidder submitting a Bid to the Owner for the work contemplated by the Documents on which bidding is based shall execute and attach thereto the Non-Collusion Affidavit(s) on the form(s) herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any Bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit in the form provided herein.

3.8.4 Statement of Bidder's Qualifications

Each Bidder shall submit with his Bid, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in the type of work embraced in the Contract and his organization and equipment available for the work contemplated, and other pertinent information so contained on said form, and the Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

The Owner also reserves the right to consider as not responsible any Bidder who does not habitually perform with his own forces at least fifty (50%) percent of the dollar value of the work involved in this Contract.

At the option of the Owner, a preaward conference may be scheduled provided one week's advance notice of the time and place of the same shall be given to the Contractor. In the event of such a conference, the Owner may in its notice to the Contractor require the submission of the Progress Schedule mentioned in the General Conditions. In the event such a schedule is required, the Contractor will submit the same to the Owner at least three (3) full working days before the date of the conference.

3.8.5 Equal Employment Opportunity

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each Bidder submitting a bid to the Owner shall execute and attach thereto the Certification(s) Regarding Equal Employment Opportunity. Although the Bidder is not required to attach such Certification by proposed Subcontractors to his Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

3.8.6 Required Bid Documents

The following documents must be signed and submitted as part of the bidder's proposal:

- Bid Forms (Quantity Estimate Sheets & Bid Sheet Summary)
- Indemnification, Acknowledgement, & Agreement
- Non-Collusion Affidavit of Prime Bidder
- Certificate as to Corporate Principal
- Statement of Contractor's Qualifications
- Bid Security (5% Bid Bond)
- Any other documents required in the Special Provisions (Section II)
- Insurance

3.8.7 Quantity Estimate Sheets

BASE BID

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
0201001A	Clearing and Grubbing _____dollars _____cents	LS	-----	-----	1		
0202000	Earth Excavation _____dollars _____cents	CY	4,750	4,800	9,550		
0202002	Rock Excavation _____dollars _____cents	CY	2,700	300	3,000		
0202452A	Test Pit _____dollars _____cents	Ea	10	5	15		
0202529	Cut Bituminous Concrete Pavement _____dollars _____cents	LF	110	220	330		
0205004	Rock In Trench Excavation 0'-10' Deep _____dollars _____cents	CY	100	40	140		
0209001	Formation of Subgrade _____dollars _____cents	SY	25,600	18,700	44,300		
0219001	Sedimentation Control System _____dollars _____cents	LF	6,500	600	7,100		
0219011A	Sedimentation Control System at Catch Basin _____dollars _____cents	Ea	26	31	57		
0304002	Processed Aggregate Base _____dollars _____cents	CY	4,300	3,200	7,500		
0403869A	Cold Reclaimed Asphalt Pavement (Includes Handling) _____dollars _____cents	SY	25,600	18,700	44,300		

BASE BID

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
0406010-1	Bituminous Concrete, Class 1 _____dollars _____cents	Ton	3,270	2,350	5,620		
0406010-2	Bituminous Concrete, Class 2 _____dollars _____cents	Ton	1,950	1,400	3,350		
0406236	Material for Tack Coat _____dollars _____cents	Gal	2,500	1,650	4,150		
0406999A	Asphalt Adjustment Cost Seven Thousand Zero _____dollars _____cents	Est	-----	-----	1	\$7,000.00	\$7,000.00
0507001A	Type 'C' Catch Basin (Complete) _____dollars _____cents	Ea	9	16	25		
0507006A	Type 'C' Catch Basin Top (Complete) _____dollars _____cents	Ea	13	13	26		
0507224A	Type 'C-L' Catch Basin Top (Complete) _____dollars _____cents	Ea	3	1	4		
0507771	Reset Catch Basin _____dollars _____cents	Ea	-----	1	1		
0507831	Convert Catch Basin to Manhole _____dollars _____cents	Ea	1	-----	1		
0651011A	12" R.C. Pipe (Complete) _____dollars _____cents	LF	35	-----	35		
0651051A	12" R.C. Pipe - Class V (Complete) _____dollars _____cents	LF	30	550	580		

BASE BID

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
0651052A	15" R.C. Pipe - Class V (Complete) _____dollars _____cents	LF	-----	105	105		
0651656A	12" C.P. Pipe - Type S (Complete) _____dollars _____cents	LF	770	300	1,070		
0651657A	15" C.P. Pipe - Type S (Complete) _____dollars _____cents	LF	40	905	945		
0651658A	18" C.P. Pipe - Type S (Complete) _____dollars _____cents	LF	-----	230	230		
0651681A	18" C.P. Pipe - Type P (Complete) _____dollars _____cents	LF	80	-----	80		
0703012A	Modified Riprap _____dollars _____cents	CY	70	5	75		
0704001A	Gabion Retaining Wall (Complete) _____dollars _____cents	LS	1	-----	1		
0751711	6" Underdrain _____dollars _____cents	LF	-----	1,190	1,190		
0751712	6" Underdrain in Storm Pipe Trench _____dollars _____cents	LF	650	270	920		
0815001	Bituminous Concrete Lip Curbing _____dollars _____cents	LF	6,150	2,900	9,050		
0910300	Metal Beam Rail (R-B MASH) _____dollars _____cents	LF	1,850	50	1,900		

BASE BID

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
0911923	R-B End Anchorage - Type I _____dollars _____cents	Ea	1	-----	1		
0911924	R-B End Anchorage - Type II _____dollars _____cents	Ea	15	2	17		
0912104	Drilling Hole for Guiderail Post in Rock _____dollars _____cents	VF	150	-----	150		
0918002	Modify Three-Cable Wood Guiderail with R-B Long Posts _____dollars _____cents	LF	-----	55	55		
0922501	Bituminous Concrete Driveway _____dollars _____cents	SY	1,100	850	1,950		
0922503A	Gravel Driveway _____dollars _____cents	SY	260	190	450		
0944003	Furnishing and Placing Topsoil _____dollars _____cents	SY	10,000	5,200	15,200		
0950013	Erosion Control Matting _____dollars _____cents	SY	160	-----	160		
0950019A	Turf Establishment - Lawn _____dollars _____cents	SY	10,000	5,200	15,200		
0971001A	Maintenance and Protection of Traffic _____dollars _____cents	LS	-----	-----	1		
0975002A	Mobilization and Project Closeout _____dollars _____cents	LS	-----	-----	1		

BASE BID

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
0980001	Construction Staking _____dollars _____cents	LS	-----	-----	1		
1208931	Sign Face-Sheet Aluminum (Type IX Retroreflective Sheeting) _____dollars _____cents	SF	10	20	30		
1208932	Sign Face-Sheet Aluminum (Type IV Retroreflective Sheeting) _____dollars _____cents	SF	35	120	155		
1210105	Epoxy Resin Pavement Markings, Symbols and Legends _____dollars _____cents	SF	35	45	80		
1700001A	Service Connections (Estimated Cost) Twelve Thousand _____dollars Zero _____cents	Est	-----	-----	1	\$12,000.00	\$12,000.00
Base Bid Total:							
"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total", the unit price will govern.							
Base Bid Total (in words): _____dollars _____cents							

BID ALTERNATE NO. 1 (Long Mountain Road ledge removal from Sta. 98+20 to 101+40 Left)

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Unit Price(\$)	Total(\$)
0202100	Rock Excavation _____dollars _____cents	CY	300		
Bid Alternate No. 1 Total:					
"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total", the unit price will govern.		Bid Alternate No. 1 Total (in words): _____dollars _____cents			

BID ALTERNATE NO. 2 (Double yellow centerline on Long Mountain Road & Squire Hill Road)

Item #	Work Description and Unit Price in Words	UOM	Long Mountain Rd. Estimated Quantity	Squire Hill Rd. Estimated Quantity	Total Estimated Quantity (Both Roads)	Unit Price(\$)	Total(\$) (Both Roads)
1210102	4" Yellow Epoxy Resin Pavement Markings _____dollars _____cents	LF	19,500	13,700	33,200		
Bid Alternate No. 2 Total:							
"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total", the unit price will govern.							
Bid Alternate No. 2 Total (in words): _____dollars _____cents							

BID ALTERNATE NO. 3 (Sharrow markings on Squire Hill Road)

Item #	Work Description and Unit Price in Words	UOM	Squire Hill Rd. Estimated Quantity	Unit Price(\$)	Total(\$)
1210105	Epoxy Resin Pavmenet Markings, Symbols and Legends _____dollars _____cents	SF	530		
Bid Alternate No. 3 Total:					
"Unit Price" amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. In case of discrepancy between "Unit Price" and "Total", the unit price will govern.		Bid Alternate No. 3 Total (in words): _____dollars _____cents			

Reconstruction of Long Mountain Road and Squire Hill Road
BID SHEET SUMMARY

BASE BID

TOTAL AMOUNT \$ _____

TOTAL WRITTEN VALUE (from Quantity Estimate Sheets):

_____ DOLLARS and
_____ CENTS

BID ALTERNATE NO. 1 (Long Mountain Road ledge removal from Sta. 98+20 to 101+40 Left)

TOTAL AMOUNT \$ _____

TOTAL WRITTEN VALUE (from Quantity Estimate Sheets):

_____ DOLLARS and
_____ CENTS

BID ALTERNATE NO. 2 (Double yellow centerline on Long Mountain Road & Squire Hill Road)

TOTAL AMOUNT \$ _____

TOTAL WRITTEN VALUE (from Quantity Estimate Sheets):

_____ DOLLARS and
_____ CENTS

BID ALTERNATE NO. 3 (Sharrow markings on Squire Hill Road)

TOTAL AMOUNT \$ _____

TOTAL WRITTEN VALUE (from Quantity Estimate Sheets):

_____ DOLLARS and
_____ CENTS

Alternate Bid items will be considered if economically desirable.

THIS BID INCLUDES ADDENDUM NOS. _____
(Please write in all Addenda #'s received.)

THE UNDERSIGNED BIDDER UNDERSTANDS THAT, IN ADDITION TO THE BID SPECIFICATIONS, ALL BIDS ARE SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE NEW MILFORD "MUNICIPAL PURCHASES" ORDINANCE, SET FORTH IN ARTICLE III, SECTION 2-92 (a) THROUGH (o) INCLUSIVE, OF THE CODE OF NEW MILFORD. The undersigned submits this proposal without collusion with any other individual or corporation.

PROPOSAL SUBMITTED: BY: _____ TITLE: _____
NAME (AUTHORIZED CORPORATE OFFICER)

SIGNATURE: _____ DATE: _____

OFFICIAL ADDRESS: The undersigned hereby designates as his/her office to which notice of acceptance and other notices may be mailed, telephoned or delivered:

NAME: _____

ADDRESS: _____

TOWN: _____ STATE _____ DATE _____

PHONE (DAY) _____ (NIGHT) _____ FAX: _____

NOTE: This document, in order to be considered valid, must be signed by a principal, officer or owner of the bidding firm. Such signature will attest to the fact that all terms, conditions and specifications have been read, understood and accepted by the bidder.

BID: Reconstruction of Long Mountain Road and Squire Hill Road

BID OPENING: July 12, 2018

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(To Accompany Bid)

State of _____

Reconstruction of Long Mountain Road
and Squire Hill Road
July 12, 2018

Ss. _____

_____ being first duly sworn, deposes and says
that:

(1) He is _____ of _____,
the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or 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 price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal 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.

(Signed) _____

Title

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

_____(Title) _____

My Commission Expires _____ 20____.

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To Accompany Bid)

I, _____ certify that I am the
Secretary of the Corporation named as Principal in the within bond; that

who signed the said bond on behalf of the Principal was then
_____ of said corporation; that I know his signature thereto
is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of
said corporation by authority of this governing body.

Signed _____

Title _____

(Corporate)
Seal

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(To be included with Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Please answer questions on separate attached sheets. The Contractor may submit any additional information he desires.

1. Name of Contractor.
2. Permanent main office address, including phone and facsimile numbers.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete the work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
11. List your major equipment available for this Contract, including make and model year.
12. List your experience in work similar to this project.
13. List the background and experience of the principal members of your organization including all personnel licensed by the State of Connecticut.
14. List of the work to be performed by subcontractors and summarize the dollar value of each subcontract.
15. Credit available: \$
16. Give bank references:
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of New Milford?

18. The undersigned hereby authorizes and represents any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____ 20__

(Name of Bidder)

By: _____

Title: _____

State of _____ Ss.
County of _____

_____ being duly sworn deposes

and says that he is _____ of

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me

this _____ day of _____ 20__

(Notary Public)

My commission expires _____ 20__

CONTRACT PAGE

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three (3) counterparts. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within the time limit specified in Article 2 of this Contract Agreement. The CONTRACTOR further agrees to pay, as liquidated damages, the sum specified in Article 2.1.1.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions as provided in Article 2.2 of this Contract Agreement, and to make payments on account thereof as provided in Article 4 of this Contract Agreement. This Agreement is dated_____.

OWNER:

CONTRACTOR:

Town of New Milford

By: Pete Bass

By: _____

Title: Mayor

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Daniel Stanton, P.E.

Attest: _____

Title: Town Engineer

Title: _____

Address for giving notices:

Address for giving notices:

10 Main St

New Milford, CT 06776

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

THREE ORIGINALS REQUIRED

3.9 Execution of Agreement and Bonds

Subsequent to the award and within ten (10) calendar days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner, an Agreement in the form included in the Contract Documents, or other form acceptable to the Owner in such number of copies as the Owner may require.

All bonds required by the Contract Documents shall be obtained from a surety or insurance company that is duly licensed and/or authorized in the State of Connecticut to issue bonds for the limits and coverage required. The surety is further subject to approval by the Finance Director and/or the Town Attorney of the Town of New Milford.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified in the paragraph above, furnish a Performance Bond in a penal sum of not less than one hundred percent (100%) and a Labor and Material Payment Bond in a penal sum of not less than one hundred percent (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents, or other acceptable form to the Owner and shall bear the same date as or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a Guaranty or Surety Company listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such Company in said Circular 570.

Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for Bids.

3.9.1 Bid Security/Bond:

The Bidder shall furnish a bid security/bond in the amount equal to 5% of the maximum bid price shown on their submittal.

3.9.2 Performance and Payment Bond:

The Contractor shall secure and furnish performance and payment bonds in the amount at least equal to the contract price bid. These bonds shall serve to secure the faithful performance and payment of all the Contractor's obligations under the Contract Documents.

These bonds shall remain in effect for a period of two (2) years from the date of acceptance by the Town guaranteeing the bidder's work in all phases of construction, which shall also cover all damages due to trench settlement and/or other defects found throughout the two-year period.

3.9.3 Additional or Substitute Bond:

If at any time the Town becomes dissatisfied with the performance bond as issued by the present surety or sureties, or if for any other reason such bond shall cease to be adequate surety to the Town, the Contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the Town.

The premium on all such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until new sureties shall have qualified.

3.9.4 Power Of Attorney:

Attorneys-in-Fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

3.10 Insurance Requirements:

A Certificate of Insurance must accompany all bids.

Contractors shall carry the following minimum insurance coverages, and the provisions specified below must be met.

- Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.
- The Town of New Milford, its officials, employees, and volunteers MUST be named as additional insured with reference to this project on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the certificate of liability insurance. Any changes in insurance coverage will require (30) thirty days' notice to the Town of New Milford.
- The contract should have a hold harmless indemnification agreement provision which protects the Town of New Milford to the greatest extent that Connecticut Law will allow.
- If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

3.10.1 Commercial General Liability

(Form 1988 ISO Occurrence Form or equivalent) Limits of Liability shall be combined bodily injury and property damage.

General Liability Aggregate	\$1,000,000.
Products & Completed Operations Aggregate	\$1,000,000.
Personal Injury	\$1,000,000.
Each Occurrence for Bodily Injury and Property Damage	\$2,000,000.
Fire Damage (Any One Fire)	\$ 50,000.
Medical Expense (Any One Person)	\$ 5,000.

The Town of New Milford must be named as 'Additional Insured.' The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees, and volunteers arising from work performed by the contractor for the Town of New Milford.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

Required Umbrella Excess	\$2,000,000.
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3.10.2 Automobile Liability

Policies must include coverage for all vehicles utilized on the job including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage \$1,000,000. Umbrella limits over Automobile Liability limits may be used to make up the required limits.

3.10.3 Statutory Workers Compensation and Employers Liability

Policy coverage will include limits of \$100,000 each accident, \$100,000 Disease-each employee, and \$500,000 Disease-policy limit.

ARTICLE 4 – PAYMENT, MEASUREMENT, AND SUBMISSIONS

4.1 Payments:

The Town's terms of payment are Net 30 Days *after approval* of invoice. No invoice will be paid until acceptance of goods ordered. For lump sum items, payment shall be made in accordance with an accepted progress schedule and schedule of values on the basis of actual work completed. For unit-priced items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place as determined by the final measurements. It shall be incumbent on the Contractor, through his designated field superintendent, to meet with the Town's designated representative and measure and determine actual field quantities of items and/or materials installed during that pay period.

4.1.1 Unit Price

The Unit Price for each of the items in the Bid of each Bidder shall include its prorated share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the Unit Price Bid represents the Total Bid. The quantities shown in the Bid are *approximate estimated quantities only* and are given only as a basis of calculation upon which the Award of the Contract is to be made. The Owner does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the Contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The Unit Price Bid shall also include an allowance for increased prices due to changed market conditions during the period of the Contract. Any Bid not conforming to these requirements may be rejected. The special attention of all Bidders is called to these provisions, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, except for work not covered in the Drawings and Special Provisions.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any item is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

4.1.2 Computation of Quantities:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

4.1.3 No Payment

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications but shall be deemed included in the total bid price for all the work in this Contract.

All unit price work will include the cost of performing any incidental work, not specifically covered by the unit description, but necessary and/or convenient for the completion of the unit price work. (i.e., Any excavation will include any necessary pumping and/or sheeting/shoring unless there are separate contract unit prices for pumping and/or sheeting/shoring.)

The Contractor shall accept compensation, as herein provided, as full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to provide the completed work as described in the contract documents; and also for all loss or damage arising from the nature of work, any unforeseen difficulties, actions of the elements which may be encountered during the prosecution of the work, until the final acceptance by the Engineer. The payment of any partial estimate or retainage, except by and under Final Payment defined herein, in no way shall affect the obligation of the Contractor to repair or replace any defective portion of the construction and/or to be

responsible for all damages due to such defects.

4.1.4 Partial Payments:

Partial payments shall be made monthly as the work progresses. By the fifth (5th) day of each month, an application for payment should be submitted by the Contractor to the Town's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will authorization for payment be forwarded and processed.

4.1.5 Retainage:

Item No. 0975002 – “Mobilization and Project Closeout” shall serve as means of retainage for this project, in accordance with the Standard Specifications. There is NO additional retainage required from the Town. The final payment for Item No. 0975002 – “Mobilization and Project Closeout”, to achieve 100% of the bid lump sum price, will not be submitted to the Contractor until final completion and acceptance of all work covered by this contract.

4.2 Certificate of Completion:

Upon completion of all work whatsoever required under this contract, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

4.3 Final Payment:

Upon issuance of certificate of completion, the Contractor shall furnish, within seven (7) calendar days a Final Estimate indicating all charges, payments, credits, and retainage made to date and the final amount owed the Contractor for all services and materials due. Within 30 days of filing said estimate, the Town shall pay the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this payment, which throughout this contract is called the FINAL PAYMENT.

4.3.1 Acceptance Of Final Payment Constitutes Release:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Town of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act of the Town and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed.

No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

4.4 Statement Showing Amount Due For Wages, Material, and Supplies:

With each application for payment under this contract, the Contractor and every subcontractor shall deliver to the Town a written verified statement in a form satisfactory to the Town, showing in detail the amounts then due and unpaid by such Contractor or

subcontractor, to all laborers for daily or weekly wages, men employed by him under the contract for performance of work at the site thereof, or to other persons for material and equipment delivered at the site of the work.

The term "laborers" as used herein shall include workmen and mechanics.

4.5 Town Right to Withhold Payments:

The Town may withhold from the Contractor as much, of any approved payment due him, as the Town deems necessary according to one or more of the following:

- 1st To assure the payment of just claims due any person or business supplying labor or materials for the work covered by this contract
 - 2nd To protect the Town from loss and/or corrective expenses due because of defective work not fully or properly remedied according to the provisions contained herein.
- Or
- 3rd To protect the Town from loss due to injury to persons or damage to the work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection. Distribution of such money shall be considered as payments for the amount due the Contractor.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Town Right to Stop Work or Terminate Contract:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days.

If the Contractor shall refuse or fail after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances, or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days' notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may, as it deems expedient, take

possession of the work and complete it by contract or otherwise.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished, except as follows.

- If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.
- If the work shall be stopped by order of the Court or any other public authority for a period of three (3) months or more, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days written notice to the Town of New Milford, discontinue his performance of the work and/or terminate the contract. The contractor shall be due payment for any work installed and approved, per this contract, so long as it meets the above requirement.

5.2 All Work Subject To Control of the Engineer:

In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require. The Engineer shall determine the amount, quantity, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods, or employees to which the Engineer objects for just cause and shall remove no plant, materials, equipment, or other facilities from the site of the work, without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction, requirement, or determination.

5.3 Engineer Control Not Limited:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion, or determination of the Engineer shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

ARTICLE 6 – INSTRUCTIONS TO BIDDERS

6.1 Obligation of Bidders:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful

bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a Superintendent full time on the job. Contractor must submit the name and the title of the person assigned Superintendent for this contract, and said person must be satisfactory to the Town of New Milford and, except for extraordinary circumstances, shall not be replaced without written consent of the Town. ***Failure to comply shall be cause for breach of contract.***

6.1.1 Subsurface Structures:

All subsurface structures and public utility lines have been located within the project limits, from information provided by the respective utilities, as indicated on the plans. The Town does not assume the responsibility for the accuracy of this information.

Contractors are advised and required to contact Call Before You Dig (CBYD) at 1-800-922-4455 BEFORE performing any excavation.

6.1.2 Subsurface Conditions:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to subsurface conditions. THE TOWN SHALL NOT BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder shall rely exclusively upon his own investigation, and that he makes this bid with the full knowledge of the kind, quality, and quantity of work required.

6.2 Working Hours and Holidays:

The Contractor shall perform no work during the Town of New Milford employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director. The normal working hours of the Town are Monday through Friday, 8:00 a.m. to 4:00 p.m. Working hours may be limited by project permits. Proposed schedules other than the Town's normal working hours must be submitted in writing and approved by the Director, in writing, PRIOR to the contractor working said hours or days.

THE OFFICIAL TOWN OF NEW MILFORD HOLIDAYS ARE:

New Year's Day	Martin Luther King Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day Following Thanksgiving

Christmas Day

6.3 Qualifications for Employment:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or correctional institution shall be employed to perform any work on the project under this contract. No person whose age or physical condition is such as to make their employment dangerous to their health or safety, or to the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work which they can ably perform.

There shall be no discrimination because of race, creed, color, or political affiliation in employment of persons for work on the project under this contract, and by signing this bid document, the company so certifies that it is an Equal Opportunity Employer.

6.4 Payment of Employees:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

6.5 Accident Prevention:

Precaution shall be exercised at all times for the protection of all persons, including employees, and property. The safety provisions of applicable laws, building, and construction codes shall be observed at all times while performing work for this contract. Except as otherwise provided by law, neither the Town of New Milford and/or any of its agents shall be responsible for monitoring Contractor's compliance with any laws or regulations.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions as provided by law (29 CFR Part 1926) and of the "Manual of Accident Prevention for Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in breach of applicable laws.

If Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, the Contractor shall bear all claims, losses, and damages (including but not limited to court costs, attorney's fees, and other professionals fees) arising out of or relating to such work. However, changes in laws and regulations not known at the time of bid opening that have an effect on the cost and/or time needed for performance of the contract shall be the subject of an adjustment in contract price and/or contract time.

ARTICLE 7 – PROTECTION OF PROPERTY

7.1 Protection of Work and Property:

The Contractor shall at all times safely guard the Town's property from injury or loss, in

connection with this contract. He also shall at all times safely guard and protect his own work and that of adjacent property from damage. All passageways, guard fences, lights, and other facilities required for protection by local conditions must be provided and maintained.

Contractor shall not load any part of any structure or allow any part of any structure to be loaded in a manner that will endanger it or employees or persons occupying or utilizing the area. Nor shall the Contractor allow or subject any part of the work or adjacent property to pressures or stresses that will endanger it. Should any reasonable claim be made by a property owner or occupant, the Contractor shall promptly replace and/or make good on any such damage, loss, or injury by either negotiation, arbitration, or other dispute resolution process. Claims not completely settled by the completion of work shall be grounds for the Town to withhold payments, as necessary.

7.2 Power of Contractor to Act in an Emergency:

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work and shall submit same to the Engineer for approval. When the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

7.3 Uses of Premises and Removal of Debris:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d). To frequently clean up all refuse, rubbish, scrap material, and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly, and workmanlike appearance. Failure to comply with this article within 24 hours of notification may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.
- e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.
- f). To effect all cutting, fitting, or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

7.4 Driveways and Property Entrances:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible. Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily any motor vehicle which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition but shall be considered as included in the base bid submitted.

7.5 Occupying Private Land:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

7.6 Preservation of Trees:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

7.7 Watchman:

If it becomes necessary to supply watchmen during nonregular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

ARTICLE 8 – CONTRACTOR'S RESPONSIBILITIES

8.1 Contractor's Title to Materials:

No materials or supplies for the work shall be purchased by the Contractor or subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller. It is explicitly understood that by accepting payment for the workmanship and materials performed as part of this contract the contractor releases any and all liens that have or may have been present and hereby releases the Town of New Milford from any and all obligation whatsoever.

8.2 Superintendence by Contractor:

The Contractor shall employ a project superintendent who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the worksite during working hours. It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his

ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

8.3 Patent Right:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the Town for any loss on account of infringement of any patent rights.

8.4 Permits and Regulations:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work.

The Contractor shall comply with all laws, ordinances, rules, and regulations relating to the performance of the work.

8.5 Correction of Work:

All work, all material, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purpose for which they are used. Should they fail to meet the approval of the Engineer, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship and agrees to correct any such defects which may appear within the maintenance period, following final completion of work. Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer. Neither acceptance of the completed work nor payment thereof shall release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

8.6 Provisions Required By Law Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

8.7 Subcontracting, Subletting Successor and Assigns:

Subcontracting and/or subletting portions of this contract are permissible provided that the following conditions are met:

- The contractor provides a written request to the Town specifying the proposed work to be sublet; the proposed contractor's name, address, and principals; and the value of the work to be performed by said subcontractor.
- That the Contractor is granted, in writing, authorization by the Town to award the work to the proposed subcontractor. However, reasonable objection by the Town to deny the use of particular subcontractors is hereby acknowledged by the Contractor.
- Nothing in the contract documents shall create any contractual relationship between the Town and any such subcontractor, supplier, or other individual or entity.
- That the Contractor shall be fully responsible to the Town for any and all acts or omissions of the subcontractor, supplier, individual, or entity performing or furnishing any work or supplies, just as the Contractor is responsible for his own acts or omissions.
- That the Contractor shall be fully responsible for scheduling and coordinating of the work and deliveries of any subcontractor or supplier furnishing any of the work and/or materials covered under this contract.
- That the sum total of ALL subcontracts (excluding any material-only suppliers) cannot exceed 50% of the contract value.
- The Contractor must make the proposed subcontractor aware of the provisions contained in this contract.

ARTICLE 9 – TRAFFIC AND SAFETY PRECAUTIONS

9.1 Maintenance of Traffic:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work and traffic shall be maintained within the project area, except those times where the Contractor is allowed to close the roads as detailed in “Section 1.08 - Prosecution and Progress” and “Maintenance and Protection of Traffic” special provisions. Roads may be closed to traffic only upon written order of the Engineer. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the roadway for auto traffic if possible. The Contractor shall protect all phases of the work from damage due to traffic, etc. and provide necessary watchmen, certified flagmen, and/or (if so ordered by the Engineer) police officers.

Refer to “Section 1.08 – Prosecution and Progress” and “Maintenance and Protection of Traffic” special provisions for additional information.

9.2 Interference with and Protection of Streets:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities (Town/CTDOT). If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities. Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefor.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion. All detour plans and proposed signage must be approved by the Engineer prior to implementation

9.3 Insufficiency of Safety Precautions:

If at any time, in the sole judgment of the Engineer, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from, by reason of, or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any state or federal Occupational Safety and Health Laws, Rules, or Regulations.

9.4 Sanitary Regulations:

When deemed necessary by OSHA or the Engineer, the Contractor shall provide suitable sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property. The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

9.5 Dust:

The Contractor shall at all times during the execution of this contract control the nuisance of flying dust by water sprinkling or by application of CaCl₂ or an alternate method satisfactory to the Engineer.

ARTICLE 10 – MATERIAL INSPECTIONS AND TESTS

10.1 Materials:

Samples - Inspection – Approval - Unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it confirms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed, and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with special provisions, the Town shall make arrangements and pay for the testing of material once furnished to the site, in accordance with the Standard Specifications. The Contractor is responsible for providing material certifications and lab test results from source locations (quarry, plants, etc.) for imported materials prior to delivery to the site, as specified by the Standard Specifications.

All samples shall be packed so as to reach their destination in good condition and shall be labeled to indicate the material represented including the name of the building or work location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing, and approval before the materials and

equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility. When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating, and concrete data.

10.2 Inspection and Tests:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract. All material and workmanship (if not otherwise designated) shall be subject to inspection, examination, and tests at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on in accordance with the Standard Specifications. Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor, and material necessary to make tests so required, safe and convenient.

If at any time before final acceptance of the entire work the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor, and materials. If such work is found to be defective in any material respect due to material or faulty construction by the Contractor or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective), the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be compensated for the extent of such examination and reconstruction at the cost of "Time and Materials" including equipment and labor, and/or item quantities as bid.

10.2.1 Costs for Tests:

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials, or equipment shall be subject to the direction of the Engineer. If inspection, tests, or analysis of the materials or equipment should disclose that said material or equipment requires rejection, then the cost of said inspection, test, or analysis shall be borne by the Contractor, and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material, or equipment shall be found acceptable, the cost of said inspection, tests, or analysis shall be borne by the Town.

10.3 Handling and Distribution:

The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work; and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

10.4 Inspection of Work Away from the Site:

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

10.5 Storage of Materials and Equipment:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

ARTICLE 11 – DRAWINGS, SPECIFICATIONS, AND SCHEDULES

11.1 Contractor's Shop and Working Drawings:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract, and materials and equipment for which such drawings are specifically requested. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc. may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings. No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings. Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment, or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All

drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc. will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc. necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder. Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc. detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one marked-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

11.2 Coordination of Plans/Specifications

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor. In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over Plans and Specifications.

11.3 Dimensions of Existing Structures:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

11.4 Work To Conform:

During its progress, and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications, and other contract documents and the directions given from time to time by the Engineer.

11.5 Planning and Progress Schedules:

Before starting the work and from time to time during its progress as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take. Within two (2) days

after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval, and change where necessary during the progress of the work.

11.6 Precautions During Adverse Weather

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building paper shelters or other approved means. The Engineer may suspend construction operations at any time when, if in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

SECTION II – SPECIAL PROVISIONS

SECTION III – APPENDICES

- Appendix A – Transportation Design Standards
- Appendix B – CT Department of Labor – Wage Rates
- Appendix C – Contract Signature Page
- Appendix D – Additional Documents

Appendix A – Transportation Design Standards

TOWN OF NEW MILFORD
TECHNICAL STANDARDS AND PUBLICATIONS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PUBLISHING AGENCY

DESIGN STANDARD TITLE / EDITION / DATE

- AASHTO** - American Association of State Highway & Transportation Officials, Washington, DC
- *A Policy on Geometric Design of Highways and Streets*, 2004, 5th edition
 - *Guide for Design of Pavement Structures*, 1993, 4th edition, plus 1998 supplement
 - *Highway Drainage Guidelines*, 2007, 4th edition
 - *Roadside Design Guide*, 2002, 3rd edition with 2006 Chapter 6 Update
 - *LRFD Bridge Design Specifications*, 2007, 4th edition, plus 2008 Interim revisions
- AI** - Asphalt Institute, College Park, MD
- *The Asphalt Handbook, (MS-4)*, 2007, 7th Edition
- TRB** - Transportation Research Board—National Research Council, Washington, DC
- *Highway Capacity Manual (HCM 2000)*, 2000 edition,
- FHWA** - U.S. Department of Transportation—Federal Highway Administration, Washington, DC
- *Manual on Uniform Traffic Control Devices*, 2009
- PCA** - Portland Cement Association, Skokie, IL
- *Design and Control of Concrete Mixtures*, 2002, 14th edition
- ITE** - Institute of Transportation Engineers, Washington, DC
- *Traffic Engineering Handbook*, 2009, 6th Edition
- OSHA** – Occupational Safety and Health Standards for the Construction Industry, US Department of Labor, Washington, DC.
- 29 CFR Part 1926(US Federal Version)
- CT DOT** - Connecticut Department of Transportation, Newington, CT
- *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction*, Form 817, 2016, including January 2018 supplements
 - *Highway Design Manual*, 2003 Edition
 - *Bridge Design Manual*, 2003 Edition
 - *Drainage Manual 2000*, plus revisions through December 2003
 - *Traffic Control Signal Design Manual*, 2001
- CT DEEP** - Connecticut Department of Energy & Environmental Protection, Hartford, CT
- *Connecticut Stormwater Quality Manual*, 2004
 - *Erosion & Sedimentation Guidelines*, 2002
- US DOJ** – United States Department of Justice
- ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), 2004, w/ amendments thru 2005
- Note:** Including any revisions, updates, approved changes, addendums, etc. as may be incorporated into the official documents listed.

Appendix B – CT Department of Labor– Wage Rates

<http://www.ctdol.state.ct.us/wgwkstnd/forms/prevwgf.htm>

Appendix C - Contract Signature Page

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in three (3) counterparts. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Reconstruction of Long Mountain Road and Squire Hill Road within the time limit specified in Article 2 of this Contract Agreement. The CONTRACTOR further agrees to pay, as liquidated damages, the sum specified in Article 2.1.1.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions as provided in Article 2.2 of this Contract Agreement, and to make payments on account thereof as provided in Article 4 of this Contract Agreement.

This Agreement is dated _____.

OWNER:

CONTRACTOR:

Town of New Milford

By: Pete Bass

By: _____

Title: Mayor

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Daniel Stanton

Attest: _____

Title: Town Engineer

Title: _____

Address for giving notices:

Address for giving notices:

10 Main St

New Milford, CT 06776

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Appendix D - Documents

Attached are the following:

- Boring Logs
- Squire Hill Road – Horizontal Survey Control Point Sketches

BORING LOGS

SQUIRE HILL ROAD –
HORIZONTAL SURVEY CONTROL POINT SKETCHES