

CONTRACT BIDDING DOCUMENTS

FOR

TOWN OF WEST HARTFORD

2020 PAVEMENT MILLING

BID # 200008



INFORMATION

TOWN OF WEST HARTFORD

2020 PAVEMENT MILLING
BID #200008

PROJECT MANAGER

DUANE MARTIN, PE
TOWN ENGINEER

ALL QUESTIONS TO

PURCHASING SERVICES
TAMMY BRADLEY
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office, emailed to TammyB@westhartford.org, or faxed to (860) 561-7507 at least seven calendar days prior to the date established for the opening of bids. Do not call the Engineer/Architect, Project Manager or Purchasing Office with questions.

1.03 TABLE OF CONTENTS

1.00 INTRODUCTORY INFORMATION

- 1.01 Title Page
- 1.02 Project Team
- 1.03 Table of Contents
- 1.04 List of Drawings
- 1.05 Project Narrative

2.00 INFORMATION FOR BIDDERS

- 2.01 Invitation to Bid
- 2.02 Instructions to Bidders
- 2.03 Bid Forms

3.00 LABOR REQUIREMENTS

- 3.01 Additional Wage Rate Information

4.00 SAMPLE CONTRACT Section Deleted

5.00 GENERAL CONDITIONS

- 5.01 Town of West Hartford Rules & Specifications, etc.
- 5.02 Payments
- 5.03 State of Connecticut Standard Specifications
- 5.04 Utilities
- 5.05 Obligations of Contractor
- 5.06 Duties and Responsibilities of the Engineer
- 5.07 Assignment
- 5.08 (Reserved)
- 5.09 Blasting Requirements
- 5.10 Avoidance of Abandonment
- 5.11 Delay of Work by Town and Work by Others
- 5.12 Defective Work
- 5.13 Time
- 5.14 Damages to be Paid Town; and Extension of Time
- 5.15 Quantities
- 5.16 Prices
- 5.17 Alterations and Additional Work
- 5.18 Additional Payments
- 5.19 Partial Estimates and Payments
- 5.20 Final Estimate
- 5.21 Withholding Payment
- 5.22 Waiver
- 5.23 Connecticut Occupational Safety and Health Act
- 5.24 Provisions Required by Law Deemed Inserted

5.25 Termination or Suspension of the Contract

6.00 GENERAL SPECIFICATIONS

- 6.01 Handling and Distribution
- 6.02 Materials - Samples - Inspection - Approval
- 6.03 Shop and Working Drawings
- 6.04 Occupying Private Land
- 6.05 Interference With and Protection of Streets
- 6.06 Storage of Materials and Equipment
- 6.07 Insufficiency of Safety Precautions
- 6.08 Traffic Control
- 6.09 Sanitary Regulations
- 6.10 Lines, Grades and Measurements
- 6.11 Work to Conform
- 6.12 Computation of Quantities
- 6.13 Planning and Progress Schedules
- 6.14 Precautions Against Adverse Weather
- 6.15 Definitions
- 6.16 Abbreviations

7.00 TECHNICAL SPECIFICATIONS

- 7.01 Standard Specifications, Contract Time, & Liquidated Damages
- 7.02 Supplemental Specifications – Notices to Contractors
- 7.03 Special Provisions

8.00 EXHIBITS

- 8.01 Traffic Control
- 8.02 Indemnification and Insurance

1.04 LIST OF DRAWINGS

1.05 PROJECT NARRATIVE

The Town of West Hartford is requesting bids, which comply with the technical requirements of the State Department of Transportation Contract 18PSX0309 or as superseded for Milling of Bituminous Concrete on Roads and Bridges per square yard.

The contract will extend from the contract signing date to December 31, 2020. It may be renewed for the period of January 1, 2021 to December 31, 2021 and January 1, 2022 to December 31, 2022 in yearly increments upon mutual agreement of both parties and at the same prices, terms and conditions of the original bid.

The estimated total area of pavement milling for 2020 is approximately 140,000 square yards. **Disposal of the milled material will be the responsibility of the contractor.** The Town may request to keep a small portion of the milled material. When doing so, the Town shall ask the contractor in advance and provide a truck and driver.

The Town shall not be responsible for supplying a water source for the contractor nor will it pay for water usage. When necessary for public safety or as directed by the Town, the contractor shall be responsible for the temporary ramping of adjacent surfaces (driveways, sidewalks and intersecting streets) using the milled material. The Town shall be responsible for the removal of the temporary ramps prior to paving. There will be no additional payment for the temporary ramping.

The milling of the street shall make the street ready for paving. The milling shall include but is not limited to; the sweeping of the street of all loose material, the cleaning of bituminous concrete from utility structures and traffic control if requested.

When traffic control is requested, the contractor shall provide all signing and safety personnel necessary to complete the work and maintain traffic. Police officers, if required, will normally be coordinated by Town staff. If necessary the contractor may need to perform this function. In this scenario, the contractor will be reimbursed the cost of the police officer and police vehicle without a markup after payment to the Police Department is verified.

The Town will attempt to group the streets in sections of Town to reduce movement of equipment and mobilization into the Town. The attached is a preliminary list of streets for the 2020 street resurfacing program. The Town will meet with the contractor before the start of the construction season to review the rounds of pavement milling so the contractor is prepared.

List of Proposed 2020 Resurfacing Streets

1. Hyde Road
2. Surrey Way
3. North Main Street (Albany Avenue to Pioneer Drive)
4. Mountain View Drive
5. Westmoreland Drive
6. Brighton Drive
7. Sunny Slope Drive
8. Westmont (Westerly Loop – west of Canal Road)
9. Peaslee Hill
10. Tanager Drive
11. Deepwood Lane
12. Fern Street (Trout Brook Drive to North Quaker Lane)
13. Bretton Road
14. Whitman Avenue (Pleasant Street to North Main Street)
15. Woodrow Street
16. Four Mile Road
17. Park Road (Trout Brook Drive to Quaker Lane South)
18. Boulevard (Whiting Lane to Prospect Avenue)
19. Webster Hill Boulevard (South Main Street to Crestwood Road)
20. Taylor Road
21. Talcott Road
22. Grove Street (Page Avenue to Elmfield Street)

2.00 INFORMATION FOR BIDDERS

2.01 Invitation to Bid

2.02 Instructions to Bidders

2.03 Bid Forms

2.01 INVITATION TO BID

2.01.01 Sealed bids marked **2020 PAVEMENT MILLING BID #200008** will be received at the office of the Division of Purchasing Services, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **FEBRUARY 11, 2020 at 2:00 PM** at which time they will be publicly opened and read.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids

2.01.02 A pre-bid conference will be held on **January 28, 2020 at 10:00 AM** in Room **217 of Town Hall, 50 South Main St, West Hartford, CT** at which time questions concerning the project will be answered.

2.01.03 All Bidders must file with their bid, a Certified Check, Treasurer's Check or Bid Bond made payable to the Town of West Hartford in the amount of 10% of the total base bid price.

2.01.04 Performance, Labor and Materials Payment Bonds in the amount of the Contract price shall be required of the successful Bidder, if the Contract pursuant to this request for bids exceeds \$50,000.00.

2.01.05 No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

2.01.06 The right is reserved to reject any and all bids, to waive any informalities in the bidding.

2.01.07 The work described herein shall be completed as required. Unless otherwise stated, time is of the essence.

2.01.08 The Contract shall remain in effect from date of contract signing date to December 31, 2020. It may be renewed for the period of January 1, 2021 to December 31, 2021 and January 1, 2022 to December 31, 2022 in yearly increments upon mutual agreement of both parties and at the same prices, terms and conditions of the original bid. The Contractor shall pay the Owner liquidated damages in the amount of Fifty Dollars (\$50.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

2.01.09 All prospective Bidders are hereby notified that prior to blasting within West Hartford, the Contractor shall obtain the necessary approval and present evidence of insurance and other documents required by the West Hartford Fire Marshal.

2.01.10 Overtime Engineering Inspection Fees

The charge payable to the Town by the Contractor for engineering and inspection services performed by Town personnel on holidays and when Town employees are required to work in excess of 37.5 hours per week as a result of the Contractor's work schedule will be:

Between 37.5 and 40 hours - the then actual hourly rate of the inspector.

Over 40 hours - 1.5 times the then actual hourly rate of the inspector.

Holidays - 1.5 times the then actual hourly rate of the inspector.

Reference Information for Bidders Section 2.02.24.

2.01.11 Refuse Disposal Fees

The Town of West Hartford's transfer station shall only accept yard waste for an established fee. All construction waste and demolition materials shall be transported and legally disposed of at the Connecticut Resource Recovery Authority or other legal site selected by the Contractor.

2.01.12 Disposal of Excavated Material

The Contractor shall not dispose of his excavated material on private or public property in West Hartford without the permission of the Director of Community Services.

BID RESULTS

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website one week after the bid opening date:

www.westhartfordct.gov/bids

Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

2.02 INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

2.02.01	Time for Opening bids
2.02.02	Form of Bid
2.02.03	Submission of Bid
2.02.04	Quantities
2.02.05	Duties of Bidder
2.02.06	Underground Objects, Soils, etc
2.02.07	Bid Surety
2.02.08	Performance, Labor and Material Bonds
2.02.09	Rejection of Bids
2.02.10	Bidder to Furnish Information
2.02.11	Award of Contract
2.02.12	Execution of Contract and Bond
2.02.13	Time
2.02.14	Sales Tax
2.02.15	Out of State Contractors
2.02.16	Address of Contractor
2.02.17	Scope and Term of Insurance
2.02.18	Reserved
2.02.19	Withdrawal of Offer
2.02.20	Limitations on Surety Bond
2.02.21	Reference Specifications
2.02.22	Public Acts Related to Working Near Gas Mains and Public Acts Related to Working Near Power Lines
2.02.23	Equal Opportunity
2.02.24	Engineering and Inspection Charges
2.02.25	Federal Requirements
2.02.26	State Requirements

2.02 INSTRUCTIONS TO BIDDERS

2.02.01 **TIME FOR OPENING BIDS** Sealed bids or proposals for performing the work described herein will be received by the Division of Purchasing Services, Room 223, 50 South Main Street, West Hartford, Connecticut, until the time named on the title page hereof at which time and place they will be publicly opened and read. After the bids are opened and read they will be taken under advisement and the award of the Contract, if awarded, will be made as soon thereafter as practicable.

2.02.02 **FORM OF BID** Each bid must be made in and on the form prepared therefore and attached hereto and the proposal form must be submitted complete and unchanged as furnished, except for the insertion of names, addresses, prices and other required data in the blank spaces provided therefore. All appropriate blanks must be filled out. A duplicate Bid Form is included and should also be completed and submitted. Any changes to, or material deviations from the form provided, shall render such bid voidable at the Town's sole option.

Bidders shall state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed Proposal Form. These prices will be used to compare bids. If any price is omitted, the proposal shall be rejected. In case of discrepancy between the prices in written words and in figures, the former shall govern.

2.02.03 **SUBMISSION OF BID** Bids shall be sealed in an envelope marked "Sealed Bid" with the bid proposal number and the vendor's name and address. Late bids will not be accepted.

2.02.04 **QUANTITIES** Bids will be compared on the basis of the Engineer's estimate of quantities as set forth in the Schedule of Bids.

These quantities are given solely as a basis for the comparison of bids. The Town does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be required.

Attention is particularly called to the fact that some items may be largely dependent on soil or foundation conditions and therefore, may vary widely from the estimated quantities or may even be omitted. An increase or decrease in the quantity for any item shall not be regarded as sufficient grounds for an increase or decrease in the unit price, unless otherwise governed by Form 817.

Bidders must satisfy themselves, by personal examination and by such other means as they may prefer, as to the actual conditions and requirements of the work and the accuracy of the estimate of the Engineer, and shall not, at any time after the submission of a bid, dispute or complain of such statement or

estimate of the Engineer nor assert that there was any misrepresentation or misunderstanding in regard to the nature or amount of work to be done.

The work has been divided into items in order to enable the Bidder to bid for the different portions of the work in accordance with his estimate of their costs individually and to provide for payment respective of quantity variations.

Bidders are especially cautioned not to submit bids, which are unbalanced. If, in the opinion of the Town, any bid submitted appears unbalanced, this action may be sufficient cause for the rejection of the entire bid or it may result in a monetary loss to the Contractor if certain portions of the work are increased or decreased as provided in the Contract.

- 2.02.05 **DUTIES OF BIDDER** The Bidder is required to examine carefully the site of the work, the project drawings, if any, the Notice to Contractor, Information for Bidders, General Conditions, General Specifications, Technical Specifications, Wage Rates and Certification and Bid Proposal hereinafter referred to from time to time as the Contract Bidding Documents. Bidder must satisfy themselves as to the actual conditions and requirements of the work to be performed and the materials to be furnished and shall make himself familiar with all federal, state and local laws, ordinances and regulations which in any manner affect the work or its conduct. No plea of misunderstanding or ignorance of such laws, etc., will be considered as an excuse for failure to comply with any of the requirements hereof or as reason for any additional compensation or waiver of any requirements of Contract Bidding Documents.

Every bid submitted must be based upon the Contract Bidding Documents, if any, described herein and upon the written, typed or printed texts of the Contract Bidding Documents. Oral statements by any officer or employee of the Town will not be binding. Questions shall be submitted in writing to the Division of Purchasing Services Manager at least seven (7) working days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Town will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

- 2.02.06 **UNDERGROUND OBJECTS, SOILS, ETC** If any Contract Bidding Document or drawing or similar source of information furnished to prospective Bidders or to awarded Contractors purports to show underground objects or conditions or pipes, ducts or similar structures or observations or indications of soils, rock, ground water, etc., made from borings, test pits or prior excavations, such information must be considered as only advisory and not necessarily correct and complete, having been obtained, made and plotted for the benefit of the Engineer. Bidders and awarded Contractors must recognize that, by reason of the methods commonly used for obtaining and expressing such data, this information and data is limited and subject to error or misunderstanding. The terms used to describe soils, ground water, etc. are subject to local usage and to the individual opinion

of the person making the records. Ground water conditions vary from time to time. The locations, sizes, depths, etc. of underground pipes, ducts and structures are usually obtained from records of others and such data, when shown on plans of the Town, are subject to possible errors in the source of the information and also errors in transcription. The Town, together with its agents, does not warrant or represent that the indications on Contract Drawings or other documents of underground conditions, objects, etc., as described above, are either approximately correct or complete, and any party making use of such indications or basing estimates of proposals thereon must agree that they shall have no claim or right of action against either the Town or any person or party acting for or under it for the consequences, delays, expense or losses which may occur or have occurred in event that such indications shall be found to have been incomplete, incorrect or misleading. Bidders must make such investigations as they deem necessary and form their own opinions of the materials, conditions and difficulties or obstacles likely to be encountered.

Contractors, as required by state law, are required to notify the utilities coordinating agency for field locations of existing underground utilities. A town permit is required for each project location. Prior to the issuance of a town permit for work within Town rights of way, the awarded Contractor shall secure a "Call Before You Dig" number and this number shall appear on the permit.

2.02.07 **BID SURETY** Each bid must be accompanied by a Bid Bond, Certified Check or Treasurer's Check in the amount of ten percent (10%) of the total base bid and made payable to the "Town of West Hartford". Failure to provide the bid surety will result in rejection of the bid. All surety checks shall be returned to the respective Bidders when the Contract is awarded.

2.02.08 **PERFORMANCE, LABOR AND MATERIAL BONDS** If the amount of the Contract to be awarded is Fifty Thousand Dollars (\$50,000) or more, the successful Bidder shall furnish and pay for the required bonds in favor of the Town of West Hartford in the full amount of the estimated total base bid as determined by extending the unit prices by the estimated quantities. This bond shall provide 100% security for faithful performance and for payment of all persons performing labor or furnishing materials in connection with this Contract and shall be executed by a company authorized to transact business within the State of Connecticut.

The Bidder shall deliver the required bonds to the Town not later than five (5) days from notice of the Town's intent to award the Contract to the Bidder and prior to execution of a Contract.

2.02.09 **REJECTION OF BIDS** The Town shall not award this Contract to a Bidder who does not furnish evidence satisfactory to the Town that he has ability, equipment and experience in this class of work, that he has satisfactorily completed work of similar character, magnitude and importance, and that he has sufficient capital and capacity to enable him to prosecute the same successfully within the time limit stated herein. Prospective Bidders who cannot fully satisfy these

requirements are requested not to submit bids. Failure to qualify in this respect may be considered sufficient cause to reject any bid whatsoever.

The Town reserves the right to reject any one or more bids as it may deem to be in the best interests of the Town, and this right to reject is not limited to the specific reasons mentioned herein. A bid may, but does not have to be rejected:

- (a) If it is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in these Contract Bidding Documents, or if it is on sheets removed from this pamphlet;
- (b) If the individual unit prices bid are considered by the Town to be unbalanced in a manner likely to be detrimental to the Town;
- (c) If the Town shall be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work, or under a misunderstanding of the requirements of the Town, or if it is for work other than that shown on applicable Drawings or specified;
- (d) For failure to furnish information promptly as required herein.
- (e) If the Bidder has failed to satisfactorily complete prior contracts.
- (f) If the Bidder has not performed work of a similar size or type in the past.

2.02.10 BIDDER TO FURNISH INFORMATION In order that the Town may have information to guide it in the award of the Contract, the Bidders whose bids are being considered shall, on request of the Town, submit the following information within four working (4) days after the receipt of such a request;

- (a) A list of previous work of similar character and magnitude which has been performed or furnished by the Bidder, or by the principals to the bid, together with information as to each such job, its character, magnitude, date, location and that it was carried forward and completed in a matter entirely satisfactory to the party under whose supervision it was done.
- (b) A statement of the capacity, equipment and forces of the Bidder which are or will be available to the Bidder together with a statement as to whether things are owned by the Bidder, or under lease or contract to the Bidder.
- (c) A brief statement of the methods and order of work the Bidder proposes to perform and the rate of progress on the several parts of the same which the Bidder expects to accomplish.
- (d) A sworn copy of the latest statement of the financial condition of the Bidder together with sworn statements as to any and every important change

which may have occurred to alter the said financial condition since the date of the above statement, with supporting evidence if and as requested.

- (e) References showing that the Bidder undoubtedly has ample capital, credit and other resources to finance the work throughout and without being dependent on release of portions of retained percentage before completion of work, and without having estimates for payment made more often than once each month and at such times as will conform to payment practices of the Town.

2.02.11 **AWARD OF CONTRACT** It is the intent of the Town to award a Contract to the Bidder providing the lowest responsible bid and is in accordance with the requirements of the Contract Bidding Documents and does not exceed available funds. The Town shall have the right to waive informalities or irregularities in a bid received.

2.02.12 **EXECUTION OF CONTRACT AND BONDS** The Bidder to whom the Contract is awarded shall execute the Contract and required Performance and Labor and Materials Bond(s) within five (5) working days (not including Saturdays, Sundays, or holidays) from the date upon which the Town issues notice to the Bidder, that the Contract is ready for signature. If the Contractor fails to execute the Contract within said time period, the Town may determine that the Bidder has abandoned the Contract. Thereupon the acceptance of the bid and the award shall be null and void and the bid surety accompanying the bid shall be forfeited to the Town.

The Contractor shall increase the principal amount of the Performance and Labor and Materials Payment Bond(s) in direct proportion to any increase in the value of the Contract resulting from change orders.

2.02.13 **TIME** See Section 5.13 of the General Conditions.

2.02.14 **SALES TAX** Under the terms of the regulations referring to contractors and subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the Bidder is referred, the Contractor may purchase such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this Contract without payment of tax and shall not include in his bid nor charge any use or sales tax thereon.

2.02.15 **OUT-OF-STATE CONTRACTORS** The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, shall appoint an approved person having permanent local residence as his or their attorney, upon whom all lawful processes, proceedings or notices may be served. The Contractor, if a corporation not organized under the laws of Connecticut, shall comply with the provisions of the General Statutes of Connecticut regarding "Foreign Corporations" before entering upon the performance of the Contract.

Any non-resident Contractor is required to comply with the conditions set forth by the State Tax Commissioner relative to the provisions of Public Act No. 75-740,

"An Act Concerning Bond Requirement for Non-resident Contractors for Purposes of Sales and Use Tax".

Public Act No. 75-740 requires a non-resident to deposit a sum equivalent to three percent (3%) of the total amount of the Contract or a Guarantee Bond in the like amount with the State Tax Commissioner to secure payment of the sales and use tax. The Contractor shall obtain a certificate from the State Tax Commissioner that the requirements of Public Act No. 75-740 have been met before entering upon the performance of the Contract.

- 2.02.16 ADDRESS OF CONTRACTOR Each Bidder shall indicate in his bid the address to which all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the Town of written notice of such change, signed by the Contractor. The mailing or delivery by messenger of any notice, letter or communication to such designated address or to the office of the Contractor at or near the site of the work or to any attorneys or attorneys appointed by non-resident principals to a Contract or by a "foreign" corporation, at any time including the full period of work under the Contract shall be deemed sufficient for any notice or service on the part of the Town in connection with the Contract or any part thereof.
- 2.02.17 INDEMNIFICATION AND INSURANCE The Contractor shall comply with the indemnification and insurance requirements as required and specified in Section 8.02, Indemnification and Insurance Exhibit. Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.
- 2.02.18 RESERVED
- 2.02.19 WITHDRAWAL OF OFFER A bid offer may be withdrawn only prior to the scheduled bid opening time for the particular project, provided the Bidder first submits a written request for such withdrawal to the Division of Purchasing Services. Notice of acceptance of a bid shall not constitute rejection of any other bid.
- 2.02.20 LIMITATIONS ON SURETY BOND No surety bond for proposal guarantee (Bid Bond), for performance of the Contract or for payment for labor and materials will be accepted if the amount of the bond exceeds any limit which the laws of Connecticut or the regulations of the Connecticut Insurance Department impose or for which the United States Treasury Department has qualified the surety, unless co-surety for the amount of any such excess is furnished, written by a surety company or companies qualifying hereunder for the respective amounts to be covered thereby.
- 2.02.21 REFERENCE SPECIFICATIONS Where any materials covered by ASTM, ASI, ACI, ConnDOT, MDC or any other these specifications are used, the product, practice or test procedures shall fully comply with these specifications, including their latest revisions, except where amended.

2.02.22 APPLICABLE PUBLIC ACTS The Contractor shall be responsible for complying with all statutory obligations connected with its operations such as, but not limited to, Connecticut General Statutes §§ 16-345 through 16-356 (as those sections may be renumbered or recodified from time to time) regarding operating near underground utilities. See Section 5.04 "Utilities" of the General Conditions.

2.02.23 EQUAL OPPORTUNITY During the performance of this Contract, the Contractor agrees and warrants that it will not discriminate or permit discrimination against any person or group of persons, including employees or applicants for employment, on the grounds of age, sex, race, color, religion, physical impairment or national origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of West Hartford. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The provisions of the following sub sections below shall not apply where the total cost of all work to be performed by Contractors or subcontractors in connection with this project is less than thirty -five hundred dollars; also this section shall not apply when the Contractor has fewer than ten (10) employees.

- (a) The Contractor will, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin.
- (b) The Contractor will comply with all provisions of the State of Connecticut Executive Order No. Three of June 16, 1971 and the guidelines and rules of State Labor Commissioner implementing Executive Order No. Three, and all amendments thereto.
- (c) The Contractor will furnish all information and reports required by Executive Order No. Three of the State of Connecticut of June 16, 1971 and all amendments thereto, and by the rules, regulations and orders of the Labor Commissioner, or pursuant thereto, and will permit access to his books, records and accounts by the Labor Commissioner for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (d) In the event of the Contractor's noncompliance with the Equal Opportunity clause of these Contract Bidding Documents or with any of the Contract pursuant to these Contract Bidding Documents, said rules, regulations or orders, may be canceled, terminated or suspended, in whole or in part, and the Contractor may be declared ineligible for further Town Contracts in accordance with procedures authorized in Executive Order No. Three of the State of Connecticut of June 16, 1971 and the guidelines and rules of State Labor Commissioner implementing Executive Order No. Three

and all amendments thereto; and such other sanctions may be imposed and remedies invoked or as otherwise provided by law.

- (e) The Contractor will include the provisions of this section and paragraphs (a) through (e) in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the Town may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Town, the Contractor may request the United States or the State of Connecticut to enter into such litigation to protect the interests of the United States, the State of Connecticut and the Town of West Hartford.

2.02.24 ENGINEERING AND INSPECTION CHARGES AND OVERTIME FEES The Contractor shall be required to reimburse the Town for engineering and inspection services performed by the Town on holidays (New Year's Day, Lincoln's Birthday, Martin Luther King Day, Washington's Birthday, Good Friday, Veterans Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day) or when employees are required to work in excess of 37.5 hours per week as a result of the Contractor's work schedule. The Contractor shall be charged at rates stated in section 2.01.10 of the Invitation To Bid.

2.03 BID FORMS

2.03.01 INFORMATION

Bid of _____ BIDDER,
(Name of Contractor)

(Address of Contractor)

and _____
(Telephone Number of Contractor)

FOR THE 2020 PAVEMENT MILLING BID #200008 AT THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera
Purchasing Agent
Room 223
50 South Main Street
West Hartford, CT 06107

This Contractor proposes to furnish all labor, materials, and equipment, and all else whatsoever required to perform all work described in the Contract Bidding Documents for 2020 PAVEMENT MILLING BID #200008 as amended by the addendum noted below for the amounts shown herein under Schedule of Bids.

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any bid.

It is further understood and agreed that this bid shall be irrevocable for ninety (90) calendar days after bid receipt date.

**NOTE: All prices must be clearly written in ink or typed, for the entire Bid.
All quantities are indeterminate; quantity assumed for comparison of bids.**

2.03.02 SCHEDULE OF BID

Period April 1, 2020 through December 31, 2020:

BASE BID ITEMS

ITEM No.	ESTIMATED QUANTITY	DESCRIPTION and PRICE in WORDS	UNIT PRICE in FIGURES	TOTAL in FIGURES
1	140,000 Square Yards	0 To 3 Inch Pavement Milling Per Square Yard _____ Dollars And _____ Cents	\$ _____	\$ _____
2	50,000 Square Yards	Traffic Control Per Square Yard _____ Dollars And _____ Cents	\$ _____	\$ _____

But it is understood that the various unit prices bid will control in any Contract which may be awarded arising from this bid; that the estimate quantities above are approximate only and used only for the comparison of bids; that the products obtained by multiplication of the above unit prices by estimated quantities, and the total thereof, have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other bids.

**NOTE: All prices must be clearly written in ink or typed, for the entire Bid.
All quantities are indeterminate; quantity assumed for comparison of bids.**

2.03.02 CONTRACT TIME

The Contract shall remain in effect from date of contract signing date to December 31, 2020. It may be renewed for the period of January 1, 2021 to December 31, 2021 and January 1, 2022 to December 31, 2022 in yearly increments upon mutual agreement of both parties and at the same prices, terms and conditions of the original bid.

2.03.03 BIDDER QUALIFICATIONS

If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.

The Principal officers of said Corporation, with their titles and addresses, are as follows:

Bid must be accompanied by either a Certified Check or a Bid Bond, as provided in the Invitation to Bid. If a check is deposited herein, fill out the following:

(Name of Bank)

_____ (Address of Bank) _____ (Amount of Check)

1. The Bidder is required to state that he has done work of a similar character to that included in the proposed Contract, and give references that will enable the Town to judge his experience, ability to meet completion date, skill and business standing.
2. The Bidder is further required to attach a "Summary of Work History" for all jobs for which he has signed a construction contract within the past 36 months, providing the name and address of the Project, name and address of the Project Owner, name and address of the Project Architect, contract amount, and time required for completion.

2.03.04 The Bidder is aware and agrees that if awarded this Contract, the Bidder and others acting on the Bidder's behalf will be bound by the indemnification and insurance requirements described in Section 8.02 and incorporated by reference into the final Contract. The Bidder is required to submit a certificate of insurance in amounts and types specified in Section 8.02 or provide a letter

from the Bidder's insurance agent or broker that the required insurance will be placed on or prior to the execution of the Contract. A certificate of insurance shall be provided by the successful Bidder no later than the Contract signing as proof of compliance. Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.

- 2.03.05 CONTRACT FORM The parties shall enter into a Contract derived from the Contract Bidding Documents, subject to technical and other modifications as the parties mutually agree.
- 2.03.06 ANTI-COLLUSION No person or persons other than those named herein may be interested in this Bid or in the Contract proposed to be taken. Said contract is made without any connection with any other person or persons making any bid for the same work and is in all respects fair and without collusion or fraud. No person acting for or employed by the Town of West Hartford may be directly or indirectly interested therein or in the supplies or works to which it relates, or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interest of the Town.
- 2.03.07 ANTI DISCRIMINATION The Contractor agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of age, sex, race, color, religion, physical impairment or national origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of West Hartford.
- 2.03.08 SUPERVISION The Contractor shall employ full time on-the-job Project Superintendent as his representative.
- 2.03.09 ANTI TRUST ASSIGNMENT The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to this Contract, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Contract, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The Bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

3.00 LABOR REQUIREMENTS

3.01 PREVAILING WAGE RATES

- 3.01.01 The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) §31-53 and shall be subject to such sanctions mandated for violations of said Public Act.
- 3.01.02 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any Employee Welfare Fund, as defined in CGS §31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such Employee Welfare Fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- 3.01.03 The Contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the Contractor is in full compliance with the mandates of CGS §31-53.
- 3.01.04 Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the Contractor and any Subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The Contractor shall not receive any additional compensation from the Town as a result of an occurrence of the aforementioned event.

4.00 SAMPLE CONTRACT Deleted

Project: West Hartford Streets Milling And Paving

**Minimum Rates and Classifications
for Heavy/Highway Construction**

**Connecticut Department of Labor
Wage and Workplace Standards Division**

ID#: H 26847

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: West Hartford

FAP Number:

State Number:

Project: West Hartford Streets Milling And Paving

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

3) Divers	41.99	25.66
03a) Millwrights	34.04	26.09
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.00	21.80
4a) Painters: Brush and Roller	34.62	21.80
4b) Painters: Spray Only	36.62	21.80
4c) Painters: Steel Only	35.62	21.80
4d) Painters: Blast and Spray	37.62	21.80

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

4e) Painters: Tanks, Tower and Swing	36.62	21.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	27.67+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	43.62	32.06
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.00	20.84

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

10) Group 3: Pipelayers	31.25	20.84
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.25	20.84
12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.50	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.00	20.84
Group 9: Hydraulic Drills	29.30	18.90

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.98	20.84 + a
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13b) Brakemen, Trackmen	32.01	20.84 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
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15) Form Erectors	32.34	20.84 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
17) Laborers Topside, Cage Tenders, Bellman	31.90	20.84 + a
18) Miners	32.98	20.84 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.47	20.84 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

21) Mucking Machine Operator	40.06	20.84 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	29.51	24.52 + a
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Three axle trucks; two axle ready mix	29.62	24.52 + a
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Three axle ready mix	29.67	24.52 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
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Four axle ready-mix	29.77	24.52 + a
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As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Heavy duty trailer (40 tons and over)	29.98	24.52 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.77	24.52 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	39.48	24.80 + a

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	38.20	24.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	37.34	24.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	35.24	24.80 + a

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	35.24	24.80 + a
Group 12: Wellpoint Operator.	35.18	24.80 + a
Group 13: Compressor Battery Operator.	34.58	24.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	33.41	24.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
Group 16: Maintenance Engineer/Oiler	32.32	24.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	34.26	24.80 + a
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****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.50	6.5% + 9.00
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As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

23a) Truck Driver	40.96	6.5% + 17.76
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---LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. ****See Laborers Group 5 and 7****

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Wednesday, January 08, 2020

Project: West Hartford Streets Milling And Paving

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

5.00 GENERAL CONDITIONS

- 5.01 Town of West Hartford Rules & Specifications, etc.
- 5.02 Payments
- 5.03 State of Connecticut Standard Specifications
- 5.04 Utilities
- 5.05 Obligations of Contractor
- 5.06 Duties and Responsibilities of the Engineer
- 5.07 Assignment
- 5.08 Reserved
- 5.09 Blasting Requirements
- 5.10 Avoidance of Abandonment
- 5.11 Delay of Work by Town and Work by Others
- 5.12 Defective Work
- 5.13 Time
- 5.14 Damages to be Paid Town; and Extension of Time
- 5.15 Quantities
- 5.16 Prices
- 5.17 Alterations and Additional Work
- 5.18 Additional Payments
- 5.19 Partial Estimates and Payments
- 5.20 Final Estimate
- 5.21 Withholding Payment
- 5.22 Waiver
- 5.23 Connecticut Occupational Safety and Health Act
- 5.24 Provisions Required by Law Deemed Inserted
- 5.25 Termination or Suspension of the Contract

5.01 TOWN OF WEST HARTFORD INFRASTRUCTURE RULES & SPECIFICATIONS All work, materials and services will be performed and furnished in accordance with requirements described in Section 5.03 below and as supplemented by a separate pamphlet issued by the Town of West Hartford entitled, "Town of West Hartford, Rules and Specifications Regulating Curb and Walk Layers, Street Excavation, Street Construction and Sewer Installation 1995", as amended from time to time, plus the following additional provisions:

5.02 PAYMENTS Monthly payments and final payment will be made as described in Section 5.19 and 5.20.

5.03 STATE OF CONNECTICUT STANDARD SPECIFICATIONS The following specifications will apply:

"State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 817" (Form 817) as amended and as supplemented by the Town of West Hartford Infrastructure Rules & Specifications.

Should any conflicts or discrepancies arise between this document and Form 817, the former shall prevail.

5.04 UTILITIES

Protection of Other Utilities and Property Near Line of Sewer is amplified for this Project by the following:

The Contractor shall be responsible to make certain of the exact location of the mains, ducts, poles and services prior to excavation.

The utility mains, ducts, poles and services in the construction area where shown on the Project plans are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information and also errors in transcription.

Sections 16-345 thru 16-356 Connecticut General Statutes, as amended, makes it mandatory to notify utilities before digging with power equipment. The Contractor shall call 1-800-922-4455 (toll free), 7:00 a.m. to 6:00 p.m., Monday through Friday, at least forty-eight hours prior to beginning the excavation. This "one-call" service is provided by the utility companies.

Once the call is made, it is the Utilities' responsibility to analyze the site and identify and mark their underground facilities.

The following more commonly used utility numbers are listed for the Contractor's convenience in case additional specific information is needed:

Comcast of Connecticut, Inc. d/b/a Comcast/Hartford
Telephone 860-505-1120

Lightower Fiber Networks
Telephone 203-649-3904

Level 3 Communications, LLC
Telephone 919-710-8891

Southern New England Telephone Co. dba. Frontier Communications of Conn.
Telephone 203-238-5657

Connecticut Light and Power Co. dba. Eversource Energy – Electric Distribution
Telephone 203-245-5208

Connecticut Natural Gas Corporation
Telephone 860–727-3114

Tennessee Gas Pipeline Company (Kinder Morgan, Inc.)
Telephone 860-763-6005

The Metropolitan District Commission (Water & Sanitary Sewer)
Telephone 860-278-7850 Ext. 3450

Town of West Hartford (Storm Sewers and Fiber Optic Communications)
Telephone 860-561-8000

- 5.05 **OBLIGATIONS OF CONTRACTOR** The Contractor shall, at his own expense, do and perform all the work and furnish all services, tools, equipment, appliances, materials, plant labor and all that is necessary or proper for performing and completing the work described herein in the manner and within the time specified. All work to be performed and all materials to be furnished under this Contract shall be performed, furnished and complete pursuant to and strictly in conformance with the Information for Bidders, the Project Drawings, sometimes referred to herein as the "plans", and the Contract Bidding Documents for this work, all of which are made a part hereof as if fully set forth herein.
- 5.05.01 The Contractor shall coordinate his operations with those of any other contractors who may, under permit by the Town, be working with properties controlled by the Municipality, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials.
- 5.05.02 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever necessary or required, and at the Contractor's own expense, (except as provided herein in the General Specifications Section 6.08.2 in regard to traffic officers), the Contractor shall maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.
- 5.05.03 The Contractor shall take all responsibility for the work done under this Contract for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be

relieved of his responsibility by any right of the Engineer to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to the Contractor or to the Town on account of the quantity or character of the work, because the nature of the land in or on which the work is done is different from what was estimated, or expected, or on account of the weather, elements or other causes.

- 5.05.04 The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from the Contractor's own operations, the Contractor shall repair and make good the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall not be relieved thereby of liability for the damage caused.
- 5.05.05 The Contractor shall employ only competent employees to do the work, and, whenever the Engineer notifies the Contractor in writing that in his opinion any employee on the work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such employee shall be discharged from the work and shall not again be employed on it except with the consent of the Engineer.
- 5.05.06 If, in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete the work described herein within the time specified, said Engineer may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.
- 5.05.07 The Contractor shall not sell and shall neither permit nor suffer the introduction or use of substances which may impair an employee's ability to perform upon or about the work under this Project.
- 5.05.08 The Contractor shall keep fully informed of all federal and state laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, the materials used in the work or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy for inconsistency is discovered in the project, and Contract Bidding Documents for this work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.
- 5.05.09 The Contractor shall take all precautions to prevent damage to the work by adverse climatic conditions or by water entering the work site over, across, or through the ground directly. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Engineer may require in order that the finished work may be completed as required by the drawings and specifications.

- 5.05.10 The Contractor shall, at his own expense, take out all necessary permits from the state, municipal or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.
- 5.05.11 The Contractor recognizes that, in the course of preparing plans and specifications, unknown underground utilities will not be shown on the plans. In the event the Contractor encounters underground utilities which are not incorporated into the Contract Bidding Documents, it shall be the Contractor's responsibility to assure the utility is left as it was discovered.
- 5.05.12 The Contractor shall use all reasonable efforts to provide safe passage through the site for the public, including both pedestrians and vehicles. The cost associated with such efforts shall be borne by the Contractor.
- 5.05.13 The Contractor shall provide a telephone number through which the Contractor may be contacted at any time.
- 5.06 DUTIES AND RESPONSIBILITIES OF THE ENGINEER All work done under the Contract and all materials furnished shall be to the satisfaction of and in accordance with the directions of the Town Engineer. All work shall conform to the detailed plans and the lines and grades approved by the Engineer from time to time as the work proceeds.
- 5.06.01 The Engineer shall, in all cases, determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise as to the fulfillment of this Contract and on the part of the Contractor. The determination and decision of the Engineer thereon shall be final and conclusive upon said Contractor, and such determination and decision, in case any question shall arise between the parties hereto touching this Contract, shall be a condition precedent to the right of the Contractor to receive any money under this Contract.
- 5.06.02 The Engineer shall make all necessary interpretations as to the meaning and intention of the Project Drawings, Technical and Contract Bidding Documents. The Engineer shall give all orders and directions contemplated therein or thereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by the Contract.
- 5.06.03 If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any decision or determination of the Engineer to be unfair, he shall immediately, upon such work being demanded or such decision or determination being made, ask in writing for a work directive to be issued pursuant to section 5.18.04. Such directive shall be given by the Engineer in writing, within two working days after the request therefor. Upon receipt of such written directive, the Contractor shall proceed without delay to perform the work in accordance therewith. The parties shall proceed to resolve their dispute in the manner described in section 5.18.04.

- 5.06.04 For purposes already specified and for any other purpose, the Town, the Engineer and their agents and employees may enter upon the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore.
- 5.06.05 The Engineer shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of the Contract, even to the extent of uncovering or taking down portions of finished work. The Engineer shall be offered a reasonable opportunity to inspect the work above and below the ground before it is covered.
- 5.06.06 If the Engineer orders work to be uncovered and should the work thus exposed or examined prove satisfactory, the uncovering or taking down and the replacement of material and rebuilding of the work shall be considered as extra work unless the original work was done in the absence of the Engineer or his inspector without his written authorization, in which case that section of the General Specifications titled, "Work to Conform" shall govern. Should the work exposed or examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor.
- 5.06.07 The Engineer shall make all necessary explanations as to the meaning and intention of the drawings and specifications and shall give all necessary orders and directions.
- 5.06.08 The order or sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Engineer who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction shall, however, in no way affect the responsibility of the Contractor in the conduct of the work.
- 5.07 ASSIGNMENT The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of or part with the control of this Contract or any part thereof, without the previous consent, in writing, of the Town. The Contractor shall not assign, by power of attorney or otherwise, any of the money to become due and payable under this Contract without the previous consent, in writing, of the Town. Any such attempted assignment or subletting shall, at the option of the Town, forthwith work an avoidance of this Contract, or may be treated by the Town as null and void. The Contractor, may with prior consent of and subject to the approval in writing of the Engineer in each separate case, employ qualified subcontractors to supply material and perform parts of the work required herein. The employment of subcontractors shall not in any way relieve the Contractor of full responsibility for the performance of all parts of the work or the obligations and liabilities related thereto.
- 5.08 RESERVED

5.09 BLASTING REQUIREMENTS Prior to blasting by the Contractor, necessary approvals and insurance and documents specified by the Fire Marshal shall be obtained and filed with the Fire Marshal. Seismograph readings may be required by the Fire Marshal. Any expenses related to blasting, etc., shall be included in the fixed or unit price for rock removal. No additional claim for compensation shall be considered.

5.10 AVOIDANCE OR ABANDONMENT If the work to be done under the Contract shall be abandoned or suspended for any period of time without reasonable cause, and/or if the Contract, or any part thereof, shall be sublet or assigned without the previous written consent of the Town, or if at any time the Engineer shall be of opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has willfully violated or is willfully violating any of the provisions of the Contract, the Town may notify the Contractor to discontinue all work or any part thereof under the Contract, by a written notice to be served upon the Contractor or upon its duly appointed agent. Thereupon the Contractor shall discontinue such work, or such part thereof as the Town may designate, and the Town may thereupon, by separate contract or otherwise as it may determine, take such steps as the Engineer may deem necessary to protect completed portions of the work, or to protect persons or the property of others, or to continue and complete the work or such part thereof, and charge the entire expense of such protection or completion of the work, or part thereof, to the Contractor.

All expenses charged under this article shall be deducted and paid by the Town out of any moneys then due or to become due the Contractor under the Contract, or any part thereof, as if the same had been completed by the Contractor; and in such accounting the Town shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged shall exceed the unpaid balance of the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the Town.

5.11 DELAY OF WORK Delay of work by Town, and work by others when any particular part of the work is being carried on by the Town, by other contractors to the Town or otherwise, under the provisions of this article, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as in no way to hinder or interfere with the persons or workmen employed, as above provided, by the Town, by other contractors or otherwise. Neither notice to the Contractor to discontinue work on any part of the Contract, nor the discontinuance thereof by the Contractor, nor the failure of the Engineer to take steps as permitted above for protection of the work or persons or the property of others shall in any way diminish the liability of the Contractor to indemnify and save harmless the Town or others named therewith, as provided hereinbefore, unless and until the Town shall have contracted with other parties to complete the work or part thereof and then only with respect to such work or parts thereof as the Town may have so contracted.

- 5.12 **DEFECTIVE WORK** The inspection of the work shall not relieve the Contractor of his contractual obligations as herein prescribed, and defective work shall be made good and unsuitable materials may be rejected notwithstanding that such defects in work or materials may have been previously overlooked by the Engineer and such work or materials accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor forthwith shall make good such defect in a manner satisfactory to the Engineer, and if any materials brought upon the site for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. If the Contractor shall fail to replace any defective work after reasonable notice, the Engineer may cause such defective work to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor. In case the nature of the defects is such that it is not expedient to have them corrected, or if there have been omissions in the work, the Contractor shall pay the Town and the Engineer shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as the Engineer considers a proper equivalent for the difference between the value of the materials or work specified and those furnished, or a proper equivalent for the damage.
- 5.13 **TIME** The Contractor shall commence the work within ten (10) days of the executing of the Contract, unless some other definite time for beginning work shall have been stated in the Invitation to Bid.
- 5.13.01 Such time of starting may be postponed by written agreement between the Town and the Contractor because of unexpected delays in receipt of materials and equipment, if the season is unsuitable for commencement of the work, or because of any other contingency clearly beyond the control or responsibility of the Contractor.
- 5.13.02 The Contractor further agrees that he will prosecute the work diligently and in accordance with any progress schedules which may be required in the Specifications and will complete all work within the time stipulated in the Invitation to Bid or elsewhere.
- 5.13.03 No work shall be done at night (defined to be the hours between one hour after sundown and 7:00 am), or on Sundays except (1) usual protective work, such as pumping and tending of lights and fires, (2) work done in case of emergency threatening injury to persons or to property.
- 5.13.04 The rate of progress shall be such that the whole work shall be performed in accordance with the terms of the Contract before the expiration of the time limit stipulated in the Invitation to Bid, unless and except as any part may be delayed under the provisions of the Contract.

- 5.13.05 It is agreed that the rate of progress herein required has intentionally been made slow enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement ordinary weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.
- 5.13.06 If delays are caused by acts of God, acts of government or state, strikes, extra work or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete the Contract on his part as the Engineer shall certify in writing to be just.
- 5.13.07 The Town may delay the beginning of the work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay but shall be entitled to so much additional time wherein to perform and complete the Contract on his part as the Engineer shall certify in writing to be just.
- 5.13.08 When extra work is ordered at any time during the progress of the work which requires, in the opinion of the Engineer, an unavoidable increase of time for the completion of the Contract, a suitable extension of the time for completion shall be made.
- 5.13.09 No extension of time shall be granted unless, in the opinion of the Engineer, the Contractor was delayed by reasons clearly beyond his control and has taken every reasonable step to obviate or minimize such delay.
- 5.14 DAMAGES TO BE PAID TOWN AND EXTENSION OF TIME The Contractor shall pay to the Town for each and every day, including Sundays and legal holidays, that he shall be in default in completing the entire work to be done under this Contract, or any essential part thereof for which there may be provided a separate time limit, the sum named on the Invitation to Bid or elsewhere in the Contract Bidding Documents, which sum is hereby agreed upon, not as a penalty, but as liquidated damages which the Town will daily suffer by reason of such default.
- 5.14.01 The Town shall have the right to deduct the amount of such damages from any moneys due or to become due the Contractor under the Contract. The Town, however, shall have the discretionary right to extend the time for the completion of the amount of work as aforesaid. In each such case, the Town shall be fully authorized and empowered to deduct from any estimate of the amount due the Contractor under the provisions of the Contract the amount of any damages determined as hereinbefore stipulated. The Contractor shall be in default in the completion of the work beyond the date to which the time for said completion shall have been extended by the Town. Permitting the Contractor to continue and finish the work or any part of it, after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Town of any of its rights under this Contract. The Contractor shall obtain the written consent of the surety for extension of time, if

any is required for the completion of the work. No claim for an extension of time for any reason shall be allowed unless, within three calendar days after such delays occurs, notice in writing of the fact of said delay, its causes and the extension claimed shall have been given by the Contractor to the Engineer.

- 5.15 **QUANTITIES** The quantities named in the Bid Form for the various items of work to be done and materials to be furnished under the Contract are given only for the purpose of comparing, on a uniform basis, the bids offered for the work under this Contract. The Town is not to be held responsible if it is found, in the performance of the work, that any or all of the said estimated quantities are not even approximately correct. The Contractor shall have no claim for anticipated profits, or for loss of profits, or for increase in prices bid because of a difference between the quantities of the various items of work actually done or materials actually delivered and the estimated quantities stated in the Bid Form.
- 5.16 **PRICES** The Town shall pay, and the Contractor shall receive, as full compensation for everything furnished and done by the Contractor under the Contract, including all work required but not including the items hereinafter mentioned. The bid price shall include all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction of difficulty encountered in the prosecution of the work, and all risk of every description connected with the work, and all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and assuming all duties and liabilities required herein, and well and faithfully completing the work, and the whole thereof, as provided in the Contract. The sum or sums named in the Bid for this work, referred to hereinbefore and made a part hereof, are subject to such retainages, deductions or other provisions affecting payment as may be provided for herein, and in accordance with, and limited by any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Contract Bidding Documents or shown on the Project Drawings.
- 5.17 **ALTERATIONS AND ADDITIONAL WORK** It is distinctly agreed and understood that any changes made in the Contract Bidding Document for this work, whether such changes increase or decrease the amount thereof, or any change in the manner, time or amount of payments made by the Town to the Contractor, shall in no way annul, release or in any way affect the liability and surety on surety bonds given by the Contractor.
- 5.17.01 The Engineer may, without notice or surety, order any additional work not otherwise provided for herein or may order any work eliminated, in a manner not inconsistent with the general features of the work, or may make alterations in the line, grade, plan, form, position, dimensions or materials of the work, or any part thereof, either before or after the commencement of construction. Any such modification to the contract shall be evidenced by the execution of a change order form signed by the Engineer and Contractor. In addition, where the change affects the contract price it shall be approved by the Division of Purchasing Services Manager. If such alterations diminish the quantity of work to be done, the contract amount shall be adjusted in accordance with the quantity of work

stipulated and the unit price bid. Such decrease in the amount of work shall not warrant any claim for damages or for anticipated profits on the work that may be dispensed with. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the unit price stipulated for such work under this Contract or where there is no unit price at a price that is mutually agreeable to the Town and the Contractor.

5.18 ADDITIONAL PAYMENTS If, in the opinion of the Engineer, such alterations result in increased or decreased cost to the Contractor, a fair and equitable sum therefore, to be agreed upon in writing by the Contractor, the Engineer and Division of Purchasing Services Manager before such alteration is made, shall be added to or deducted from the contract price as the case may be. One of the following methods shall be used to adjust the contract price:

At the unit prices stated in the Bid or in absence the change shall be computed as follow:

- .01 A mutually acceptable lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation; or
- .02 Unit prices stated in the Contract Documents or subsequently agreed upon; or
- .03 Cost, to be determined as follows:
 - .01 The cost of labor performed and material used by the Contractor with his own forces.
 - .02 The cost of Workers' Compensation, Federal Social Security, and Connecticut Unemployment Compensation in established rates, actual additional cost of Payment and Performance Bonds.
 - .03 Actual cost of rental rates for equipment employed and used directly on the work.
 - .04 Fifteen percent (15%) of the total cost of the three items enumerated in Sections 5.18.03.01-.03 above, for overhead, superintendence and profit, however, if the work to be performed results in a credit to the Town, no percentage of overhead and profit will apply.
 - .05 On work to be performed by a subcontractor, the Contractor's allowance is to be ten percent (10%) applied to total cost of subcontractor's work, including his allowance as per paragraph 5.18.03.07.

- .06 On any changes involving the Contractor, subcontractor or contractor of any tier, the total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead profit in accordance with paragraph 5.18.03.04.05.
- .07 On work to be performed by a subcontractor, the subcontractor's allowance is to be fifteen (15%) for overhead and profit applied to paragraphs 5.18.03.01.03 above, as with the principal contractor.

5.19 **PARTIAL ESTIMATES AND PAYMENTS** The Contractor shall, once in each calendar month, make an estimate in writing of the total amount of work done and the materials delivered and accepted to the time of such estimate, and the value thereof. Per General Statutes §49-41b, the Town shall retain five (5%) percent of such estimated value as part security for the fulfillment of this Contract and shall pay monthly to the Contractor while carrying on the work, except as provided below, the balance not retained as aforesaid, after deducting from all previous payments and all sums to be deducted, kept or retained under the provisions of this Contract. It is agreed that such periodic estimates with respect to quantities are approximate only and are subject to adjustment on the final estimate. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the total value of work done since the preceding estimate amounts to less than five (5%) percent of the total bid price. Payment may at any time be withheld if the work is not proceeding in accordance with the Contract. The Town may, if it deems it expedient to do so, cause estimates and payments to be made more frequently than once in each month, but in no circumstance shall the Town be required to do so.

5.19.01 The Town may, if it deems it desirable and expedient to do so, retain temporarily or for the duration of this Contract a smaller amount than as aforesaid. In case such payments are made, the Town may, at any time cause further payments to be withheld until the full five (5%) percent reserve is re-established. No portion of the retained percentage will be released until there has been filed with the Town, a certificate signed by a responsible and authorized officer of the surety company, which has furnished the surety bonds, that said company approves of such release and that such payment will in no way annul, release or in any affect the liability and surety on the bond given by the Contractor. The Town may pay the Contractor from time to time during any maintenance period, which may be specified, such portion of any reserve therefore, which it deems prudent or desirable to pay.

5.19.02 If the Contractor does not concur with and consent to the estimates of quantities, the classifications, the sums due or any other elements of the estimates prepared by the Engineer or does not agree with the interpretations of the meaning or requirements of the Contract with accompanying plans and documents as made evident to him either in estimates by the Engineer of the value of work or otherwise, then the Contractor shall at once, notify the Engineer in writing in accordance with Paragraph 5.06.03 of this section of any such disagreement or of any alleged error or omission and of any claim resulting from and of the amount

and details thereof. Prompt delivery of such written notice or notices to the Engineer as provided herein shall be a condition precedent to the right of the Contractor, or any party claiming for or under him, to any additional compensation over and above that estimated by the Engineer as due the Contractor and set forth in the Engineer's periodic estimates for payment. Unless and except as notice was given to the Engineer as aforesaid, the Contractor shall have no cause of action against the Town for such claim.

5.19.03 It is further agreed that the contract pursuant to these Contract Bidding Documents is an entire contract for one whole and complete project and that no partial payments on account by the Town nor the presence of the Engineer or inspectors or their superintendence or inspections of work or material shall constitute an acceptance of any part of the work before its entire completion and final acceptance. However, nothing in the Contract shall be construed to vest in the Contractor any right or property interest in materials used. After they shall have been attached or affixed to the work or the soil or estimated for payment, but all such materials shall, upon being so attached, affixed or estimated for payment, become the property of the Town.

5.20 FINAL ESTIMATE The Engineer shall, as soon as practicable after the completion of all work under the Contract, except for any maintenance period and any permanent repairs and replacement of paving cuts which may be specified to be done at a later date, make a final estimate of the amount of work done under the Contract and the value of such work. The Town shall retain 5% of the sum or sums specified as the estimated value thereof as part security for the fulfillment by the Contractor of any work or delivery of material not yet completed, or any maintenance and other similar provisions of the Contract Bidding Documents together with any other sum or sums to be retained as provided elsewhere herein. However, upon application by the Contractor and with permission of Surety, the Town may at any time retain less than 5% if it deems it advisable to do so.

5.20.01 The Contractor shall warranty the whole of the work in good repair for a period of not less than fifteen (15) months from the date of completion of the entire work. The Contractor shall repair promptly all failure in the construction and operation of such work and appurtenances which may occur before the expiration of such period and all defects, settlements and irregularities of the work and appurtenances, sewers and drains, pipes, mains or conduits, curbs, gutters, sidewalks, street surfaces, land turf or of any structures, occurring before the expiration of such period and caused or affected by work under the Contract. Within thirty (30) days after the expiration of the period for any maintenance work which may be specified, the Town shall pay any retainage made for such work, provided that the whole of the work executed by the Contractor is at that time in conformity with the requirements of this Contract; if not, then as soon thereafter as the work shall be made to conform thereto, and also provided all claims for which the Town may become liable, and the Contractor liable to reimburse the Town therefore, have been paid or adequate security therefore has been furnished to the Town. The work hereunder shall not be considered as completed and finally accepted unless and until evidenced by final certificate of the Engineer and release of retainage.

5.20.02 No persons or corporations other than the Contractor shall have any interest hereunder and no claim shall be made or be valid and neither the Town nor any member or agent thereof shall be liable for, or be held to the last payment made as aforesaid or as provided elsewhere herein shall operate as and shall be a release to the Town, and every agent thereof, from all claim and liability to the Contractor for anything done or furnished for or relating to the work or for any act of neglect of the Town or of any person relating to or affecting the work, except the claim against the Town for the remainder, should there be amounts kept or retained as provided elsewhere herein.

5.21 WITHHOLDING PAYMENT The Town may, at its discretion, withhold any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses or damages incurred by the Town and determined as herein provided and may retain related to the Contract or with thereunder so much of such moneys as the Town shall be required to settle all claims against the Town and its officers and agents arising due to the Contract and included in the duties and liabilities assumed hereunder by the Contractor; and all claims for labor on the work; and also all claims for materials used in the work.

The Town may make such settlements and apply thereto any moneys retained under the Contract. If the monies withheld under this Contract are insufficient to pay the sums found by the Town to be due under the claims for labor and materials, the Town may, at its discretion, pay the same and the Contractor or his surety shall repay to the Town all sums so paid out.

5.22 WAIVER Neither the inspection by the Town, nor of the Engineer, nor their employees, nor any order, measurement or certificate by the Engineer, nor any order by the Town for the payment of money, nor any payment for nonacceptance of the whole or possession taken by the Town or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Town, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided.

5.22.01 In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders the performance of this Contract impossible, the Contract shall be terminated. Such occurrences shall include, without limitation, death of the Contractor (in the event that the Contractor is a sole proprietor); destruction of all, or a major portion of the Contractor's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the Contract; war, famine, flood, plague, pestilence or act of God. Any amounts due to either prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the Contract.

5.23 CONNECTICUT OCCUPATIONAL SAFETY AND HEALTH ACT The Contractor shall keep himself fully informed and currently up to date regarding all laws, rules, standards and regulations in any manner affecting the safety of any employees relative to the Contract under the Connecticut Occupational Safety and Health Act (Public Act 73-379 as may be amended).

5.23.01 The Engineer or his authorized representatives may order any violations of the standards promulgated by the Connecticut Occupational Safety and Health Act (Act) corrected immediately as they pertain to the safety and health of Town employees in the performance of their duties relative to the Contract. Failure of the Contractor to correct the violation(s) shall be cause to order all work under the Contract to be suspended. Such an order shall not be cause for a claim by the Contractor for lost time and or other damage or for extension of time of completion of the Contract. Furthermore, failure of the Contractor to correct the violations(s) after a reasonable time shall be grounds for the Town to terminate the Contract and in this event the Contractor shall be liable for all damages which arise as a result of said termination.

5.23.02 Nothing in this article shall be construed to relieve the Contractor of his responsibilities as an employer under the Act. Any fines or penalties imposed on the Town resulting from violations of the standards promulgated by the Act shall be paid by the Contractor and may be deducted from moneys due the Contractor under the Contract.

The failure of the Engineer to order a violation of the standards to be corrected shall not constitute a waiver of such violation and the Contractor may be ordered to correct violations subsequently at any time.

5.23.03 The Contractor shall comply with §12-43 of the Connecticut General Statutes as may be amended. For convenience, a copy of said statute is reproduced at Section 8.05.

5.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

5.25 TERMINATION OR SUSPENSION OF THE CONTRACT The Contractor may terminate the Contract if the work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor, Subcontractor or their agents or employees or any other persons performing portions of the work under contract with the Contractor, for any of the following reasons:

5.25.01 Issuance of an order of a court or other public authority having jurisdiction which directs the Contractor to stop the work, or terminate the Contract;

- 5.25.02 An act of government, such as a declaration of national emergency, which renders performance impossible by making material or properly skilled workers unavailable;
- 5.25.03 Failure of the Engineer to issue a Certificate for Payment in a timely fashion when the Contractor has not been notified of the reason for withholding certification;
- 5.25.04 Failure of the Town to make payment within the time stated in the Contract documents; or
- 5.25.05 Repeated suspensions, delays or interruptions by the Town occur constituting, in the aggregate, more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365 day period, whichever is less.
- 5.25.06 If one of the above reasons exists, the Contractor may, upon seven days written notice to the Town, terminate the Contract and recover from the Town payment for work executed.
- 5.25.07 If the work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the work under contract with the Contractor because the Town has persistently failed to fulfill its obligations under the Contract Documents with respect to matters important to the progress of the work, the Contractor may, upon seven days written notice to the Town, terminate the Contract and recover from the Town payment for work executed.
- 5.25.08 The Town may terminate the Contract for any of the following causes:
- .01 If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or
- .02 If a receiver of all or any substantial portion of the Contractor's properties is appointed; or
- .03 If the Contractor abandons the work by failing to report to the site of the work without prior approval of the Engineer for a period of 3 consecutive work days at any time after the scheduled commencement date for the work and before the work is completed; or

- .04 If the Contractor fails to prosecute the work promptly and diligently, except in cases for which extension of time is provided; or
 - .05 If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the work; or
 - .06 If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document or any nature whatsoever which is intentionally falsified; or
 - .07 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or
 - .08 If a mechanic's or materialman's lien or notice of lien is filed against any part of the work or the site of the Project and is not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or
 - .09 If the Contractor disregards any law, statute, ordinance, rule, regulation or order of any governmental body or public or quasi-public authority having jurisdiction of the work or the site of the Project; or
 - .10 If the Contractor otherwise substantively violates any provision of the Contract Documents.
- 5.25.09 When any of the above reasons exist, the Town, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies which it may have, and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate the Contract and may, subject to any prior rights of the surety;
 - 5.25.10 Take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may request that the Contractor remove any part or all of his equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, may remove or store such equipment, machinery and supplies at the Contractor's expense.
 - 5.25.11 Accept assignment of subcontracts; and
 - 5.25.12 Finish the work by whatever reasonable method the Town may deem expedient, including, without limitation, the use of Town employees and equipment.
 - 5.25.13 When the Town terminates the Contract for one of the reasons stated in Section 5.25.08, the Contractor shall not be entitled to receive further payment until the work is finished

5.25.14 If the unpaid balance of the Contract Sum exceeds all costs to the Town of completing the work, then the Contractor shall be paid for all work performed by the Contractor to the date of termination. If the costs to the Town of completing the work exceed such unpaid balance, the Contractor shall pay the difference to the Town immediately upon the Town's demand. The costs to the Town of completing the work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby; any costs incurred in retaining another contractor or other subcontractors; the cost using Town employees to complete the work, including the costs of any workers' compensation claims which may result from the completion of the work; any additional interest or fees which the Town must pay by reason of delay in completion of the work; attorney's fees and expenses which the Town may incur by reason of completing the work or any delay thereof. The amount, if any, to be paid to the Contractor shall be certified by the Engineer, upon application, and this obligation shall survive the termination of the Contract.

6.00 GENERAL SPECIFICATIONS

- 6.01 Handling and Distribution
- 6.02 Materials - Samples - Inspection - Approval
- 6.03 Shop and Working Drawings
- 6.04 Occupying Private Land
- 6.05 Interference With and Protection of Streets
- 6.06 Storage of Materials and Equipment
- 6.07 Insufficiency of Safety Precautions
- 6.08 Traffic Control
- 6.09 Sanitary Regulations
- 6.10 Lines, Grades and Measurements
- 6.11 Work to Conform
- 6.12 Computation of Quantities
- 6.13 Planning and Progress Schedules
- 6.14 Precautions Against Adverse Weather
- 6.15 Definitions
- 6.16 Abbreviations

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

Storage charges and demurrage charges by transportation companies and vendors which result from delays in handling shall be borne by the Contractor.

6.02 MATERIALS -SAMPLES -INSPECTION -APPROVAL Unless otherwise indicated on the drawings or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer and the Engineer's duly appointed representative.

6.02.01 As soon as possible after the formal execution of the Contract, the Contractor shall submit to the Engineer and the Engineer's duly appointed representative, the names and addresses of the manufacturers and suppliers of all materials he proposes to incorporate into the work. When shop and working drawings are required as specified below, such information shall be submitted prior to the submittal of the drawings so that the Engineer and the Engineer's duly appointed representative may consider and approve or disapprove the manufacturer and/or the supplier as to their ability to furnish a product meeting the specifications, subject to final approval of the particular material. As requested, the Contractor shall also submit data relating to the materials he proposed to incorporate into the work, in sufficient detail to enable the Engineer the Engineer's duly appointed representative to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements. Such data shall be submitted in the manner similar to that specified for shop and working drawings.

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

6.02.03 If the Engineer or the Engineer's duly appointed representative so requires, either prior to beginning or during the progress of the work the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed and shipped as directed at the expense of the Contractor. The Contractor shall, at his expense, furnish approved molds for making test cylinders. All samples shall be packed so as to reach their destination in good condition and shall be labeled to indicate the material represented, the name of the building or work and 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 and the Engineer's duly appointed representative by letter that the samples have been shipped and shall properly describe the samples. The Contractor shall submit data and samples or place the orders

sufficiently early to permit consideration, inspection, testing and approval before the materials are needed for incorporation into the work. Delay resulting from the Contractor's failure to do so shall not be used as the basis of a claim against the Town, the Engineer, or their duly appointed representative.

- 6.02.04 When required, the Contractor shall furnish to the Engineer Engineer's or their duly appointed representative, triplicate, sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials and concrete data. After approval of the samples, data, etc., the materials used on the work shall correspond therewith.
- 6.03 SHOP AND WORKING DRAWINGS The Contractor shall submit for approval, shop and/or working drawings of concrete reinforcement, structural details, piping layout, materials fabricated especially for this project and material specifications for which drawings are specifically requested. The shop drawings for items of work that require design by a professional engineer or architect, as defined by the General Statutes of the State of Connecticut shall bear the seal and signature of said professional engineer or architect licensed and registered in the State of Connecticut and qualified to design such items.
- 6.03.01 Such drawings shall show the principal dimensions and construction details. When it is customary to do so, or when the dimensions are of particular importance, the drawings shall be certified by the manufacturer as correct for this project.
- 6.03.02 No material shall be purchased or fabricated until the Engineer or the Engineer's duly appointed representative has certified that the shop or working drawings conform to the Contract requirements. All materials and work involved in the construction shall then be as represented by said drawings.
- 6.03.03 No work shall be done upon any part of a structure, the design or construction of which is dependent upon the features for which approval is required, until such approval has been given.
- 6.03.04 All shop or working drawings shall be submitted in triplicate to the Engineer or the Engineer's duly appointed representative through the Contractor. Only drawings which have been checked and corrected by the material fabricator should be submitted. The Contractor shall be responsible for the prompt submission of all shop or working drawings so that there shall be no delay to the work due to the absence of such drawings. Additional prints of approved drawings shall be furnished as required.
- 6.03.05 Two copies of approved shop drawings shall be returned to the Contractor.
- 6.03.06 The approval of shop and working drawings, etc. will be general and shall not relieve the Contractor from the responsibility for details of design, dimensions, etc., necessary for proper fitting and construction of the work required by the Contract.

6.04 OCCUPYING PRIVATE LAND The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials any land outside the rights-of-way or property of the Town.

6.05 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 therefor from the Director of Community Services. If any street 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 Town or owners of the private way.

Streets, roads, private ways and walks not closed shall be maintained passable by the Contractor at his expense and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.

The Contractor shall, 24 hours in advance, notify the Police and Fire Departments in writing with a copy to the Engineer, if the closing of a street is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and, at his own expense, shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

6.06 STORAGE OF MATERIALS AND EQUIPMENT All excavated materials, construction equipment and materials to be incorporated in the work shall be placed so as not to injure the work 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. Excavated materials and any other materials shall be kept neatly piled and compactly stored in such location as will cause a minimum of inconvenience to public travel and adjoining tenants. There shall be no stockpiling of materials within the street lines during non working hours. There shall not be stockpiling or placement of excavated or other materials on private or personal property without prior written permission of the owner thereof.

6.07 INSUFFICIENCY OF SAFETY PRECAUTIONS If at any time, in the opinion of the Engineer, or his duly authorized representative, the work is not properly lighted, barricaded and in all respects safe in regard to public travel, persons on or about the work or public or private property, the Engineer or his duly authorized representative shall have the right to order such safeguards to be erected and such precautions to be taken as deemed advisable and 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 ground so that he can be notified immediately of the insufficiency of safety precautions, the Engineer or his duly authorized representative may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action or failure of the Engineer or the Engineer's duly authorized representative to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage sustained on account of the insufficiency of the safety precautions taken by the Engineer or the Engineer's duly authorized representative acting under authority of this section.

- 6.08 **TRAFFIC CONTROL** All conditions of current policies and procedures as promulgated by the Traffic Authority, through the Engineering Division, shall be a part of these Contract Bidding Documents and the Contractor shall conform to these standards. Those policies and procedures are incorporated herein by reference as Section 8.02 Traffic Control.
- 6.09 **SANITARY REGULATIONS** The Contractor shall provide adequate sanitary conveniences for the use of those employed on the work. Such conveniences shall be made available when the first employees arrive on the work, shall be properly secluded from public observation and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required or approved.
- 6.09.01 The Engineer shall have the right to inspect any building or other facility erected, maintained or used by the Contractor to determine whether or not the sanitary regulations have been complied with.
- 6.10 **LINES, GRADES AND MEASUREMENTS** The controlling lines and grades shall be given to the Contractor who shall provide, at his own expense, such specialized equipment, forms, materials and labor as may be required. Additional specialized equipment, lines, grades and forms shall be furnished and set by the Contractor as directed. If the Contractor, through willfulness or carelessness, removes or permits to be removed any reference marks establishing said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense.
- 6.10.01 The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the drawings and specifications. During the prosecution of the work he shall make all necessary measurements to prevent misfitting in said work and the Contractor shall be responsible therefore and for the accurate construction of the entire work.
- 6.11 **WORK TO CONFORM** During its progress and on its completion, all 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 accordance with the Contract Bidding Documents, and the directions given from time to time by the Engineer. In no case shall any work in excess of the requirements of the drawings and specifications be paid for unless ordered in writing by the Engineer.
- 6.12 **COMPUTATIONS OF QUANTITIES** For estimating quantities in which the computation of area by geometric methods would be comparatively laborious, it is stipulated and agreed that a planimeter or computer-aided drafting program shall both be considered instruments of precision adapted to the measurement of such areas.

- 6.12.01 It is further stipulated and agreed that the computation of the volume of prisms shall be by the method of average end areas.
- 6.13 **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 to be used in doing the work and the various steps to be taken. The Contractor and Town will agree to such progress schedules in writing which shall be incorporated as a provision of the contract. Failure to adhere to such progress schedules shall be subject to sanctions in accordance with Section 2.01.08 of the Invitation To Bid and Section 5.13 of the General Conditions.
- 6.13.01 If requested by the Engineer, within fifteen (15) days after the date of starting work, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates at which additional drawings, if any, will be required and (b) a written schedule fixing the respective dates for the start and completion of various parts of the work. Each such schedule shall be subject to review and change from time to time during the progress of the work.
- 6.14 **PRECAUTIONS AGAINST ADVERSE WEATHER** During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly and satisfactorily done in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building-paper shelters or other approved means.
- 6.14.01 During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated in accordance with applicable ASTM, ASA and/or AC specifications so that the mixture will be warm throughout when used.
- 6.14.02 The Engineer may suspend construction operations at any time when, in the Engineer's judgement, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be in any season.
- 6.15 **DEFINITIONS** Whenever the words defined in this document or pronouns used in their stead occur in the specifications, they shall have the meanings herein given:
- 6.15.01 **AS DIRECTED, AS REQUIRED, ETC.** Wherever in the specifications or on the Drawings, the words, "if requested", "as directed", "as required", "as permitted", or words of like importance, it shall be understood that the direction, requirement or permission of the Engineer is intended. Similarly, the words "approved", "acceptable", "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the Engineer.

- 6.15.02 **ELEVATION** The figures given in the Contract Bidding Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.
- 6.15.03 **ROCK** The word "rock", insofar as it applies to trench excavation, shall be defined per Form 817, Section 2.05.01.
- 6.15.04 **ROCK EXCAVATION** shall be defined per Form 817, Section 2.02.01.
- 6.15.05 **EARTH** The word "earth" wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material except rock as above defined.
- 6.15.06 **CONTRACT DOCUMENTS** shall constitute those documents enumerated in the Table of Contents, and any drawings, statutes, or specifications referred to therein, the Bid, and all Addenda issued prior to and all Modifications issued after the execution of this Contract.
- 6.16 **ABBREVIATIONS** In referring to Standard Specifications, abbreviations are used as follows:

MDC	Metropolitan District Commission
.....	
ASTM	American Society of Testing Materials
.....	
ConnDOT	Connecticut Department of Transportation
.....	
AWWA	American Water Works Association
.....	
ASA	American Standards Association Federal GSA
.....	
Specifications	Federal Specifications issued by the Federal Supply
.....	Service of the General Services Administration,
	Washington, D.C.
ACI	American Concrete Institute
.....	
AASHTO	American Association of State Highway Officials
.....	

7.00 TECHNICAL SPECIFICATIONS

8.00 EXHIBITS

8.01 Traffic Control

8.02 Indemnification and Insurance Exhibit

8.01 TRAFFIC CONTROL

A POLICY REGARDING THE USE OF TRAFFIC CONTROL PERSONNEL DURING CONSTRUCTION WITHIN STREET RIGHTS OF WAY

1. GENERAL

- A. The Town of West Hartford shall control all traffic at construction and non-construction work sites within street rights of way located in Town.
- B. This shall include work by permit (State or local) and non- construction work (i.e. manhole, overhead line and cable work, however, not limited to).
- C. Permits shall be issued by the Chief of Construction Inspection, Section of Division of Engineering, Department of Community Services or District One, of the State of Connecticut Department of Transportation. All permits are subject to review by both the Town Traffic Engineer and Traffic Section of the Police Department.

2.

- A. The Chief of the Construction Inspection will designate the Traffic Control Personnel to be used on all street Rights of Way located within West Hartford.
- B. Traffic Control Personnel
 - 1. West Hartford Police.
 - 2. Uniformed Traffic Control Personnel trained for traffic control; approved for duty within the Town by the Chief of Construction Inspection and the West Hartford Police Department.
 - 3. Trained Construction Personnel designated by the Contractor and approved for traffic control by the Chief of Construction Inspection and the West Hartford Police Department.
- C. West Hartford Police shall control all traffic for construction and non-construction projects of the following arterial streets:

Town Streets

Asylum Avenue
Boulevard
Dale Street
Ellsworth Road (S. Main to LaSalle)
Farmington Avenue
Fern Street
Flagg Road
Flatbush Avenue
Kane Street
LaSalle Road
Mayflower Street
Mountain Road
New Park Avenue
North Main Street
North Quaker Lane
Oakwood Avenue
Park Road
Prospect Ave (New Park to Park Rd)
Raymond Road
Ridgewood Road
Sedgwick Road
South Road
South Street
South Main Street
South Quaker Lane
Trout Brook Drive
Tunxis Road

State Highways

Albany Avenue Rt. 44
Bloomfield Avenue Rt. 189
Farmington Avenue Rt. 4
(West of Old Mill Lane)
New Britain Avenue Rt. 71, 173, 529
Newington Road Rt. 173
North Main Street Rt. 218
(North of Albany Avenue)
Ridgewood Road Rt. 535
(South of I-84 westbound ramp)
Simsbury Road Rt. 185
South Main Street Rt. 173
(New Britain Avenue to I-84)

D. Exceptions To Above

1. All non-construction projects (i.e. manhole and overhead linework, but not limited to) four (4) hours or less that does not jeopardize public safety.
2. The Contractor may petition for due cause, the elimination of Police requirement, and approval shall rest with the Chief of Construction Inspection Section.
3. The Chief of Construction Inspection shall have the authority to require Police on streets not listed above.
4. When Police personnel are not available, the Contractor shall provide approved traffic control personnel.

- E. For all streets not listed in "C" above, the Contractor shall designate Construction Personnel charged primarily with the responsibility to maintain traffic and pedestrian control.
- F. The Director of Community Services or his designee shall have final authority regarding traffic control on all streets located within the Town of West Hartford.

The following is a list of permitted construction hours on West Hartford roadways, assuming maintenance of two-way traffic.

Albany Ave	8:30 AM – 4:00 PM	New Park Ave	8:30 AM – 3:30 PM
Asylum Ave	8:30 AM – 4:00 PM*	North Main St	9:00 AM – 3:30 PM
Bloomfield Ave	8:30 AM – 4:00 PM	Oakwood Ave	9:00 AM – 3:30 PM*
Boulevard	8:30 AM – 4:00 PM	Park Rd	9:00 AM – 3:30 PM
Burr St	9:00 AM – 4:00 PM	Prospect Ave	8:30 AM – 4:00 PM
Farmington Ave	8:30 AM – 4:00 PM	Quaker Lane So	8:30 AM – 3:30 PM
	7:00 AM in Center	Raymond Rd	9:00 AM – 3:30 PM
Fern St	8:30 AM – 4:00 PM	Ridgewood Rd	8:30 AM – 4:00 PM
Flagg Rd	8:30 AM – 4:00 PM	Sedgwick Rd	9:00 AM – 3:30 PM*
Flatbush Ave	8:30 AM – 4:00 PM	Simsbury Rd	8:30 AM – 4:00 PM
Kane St	7:00 AM – 4:00 PM	South St	8:30 AM – 3:30 PM
King Philip Dr	8:30 AM – 4:00 PM	So Main St	9:00 AM – 3:30 PM
LaSalle Rd	7:00 AM – 4:00 PM	Talcott Rd	8:30 AM – 3:30 PM
Mayflower St	8:30 AM – 4:00 PM*	Trout Brook Dr	9:00 AM – 3:30 PM
Memorial Rd	8:30 AM – 4:00 PM	Tumblebrook La	8:30 AM – 4:00 PM
Mountain Rd	8:30 AM – 3:30 PM	Tunxis Rd	8:30 AM – 4:00 PM*
New Britain Ave	8:30 AM – 3:30 PM	Webster Hill Blvd	8:30 AM – 4:00 PM*
Newington Rd	8:30 AM – 3:30 PM		

The Town reserves the right to modify these hours as necessary, particularly near schools and other significant traffic generators. Streets not listed are subject to Noise Ordinance hours, which are 7:00 AM until one hour after sunset.

* Work within school zone areas may require special provisions for traffic and pedestrians.

8.02 SAMPLE INSURANCE AGENT CERTIFICATION OF INSURANCE COMPLIANCE

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with Section 2.03.04 of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the attached Indemnification and Insurance Exhibit.

Signature
Authorized Broker or Agent

**Indemnification and Insurance Exhibit
2020 Pavement Milling Services
BID#:200008**

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, representatives, employees, contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers. At the Towns' sole discretion, the Contractor's failure to comply with any of the indemnification or insurance requirements contained in this Exhibit, or any part of the Contract Documents, may be held as a willful violation and a basis for immediate termination of the Contract.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Agreement, including any and all extensions, except as defined otherwise in this Exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. **Minimum Scope and Limits:** The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. **Certificates of Insurance:** The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. **Subcontractors:** Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. **Premiums, Deductibles and Other Liabilities:** Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. **Occurrence Form, Primary and Non-Contributory:** All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract.