CONTRACT DOCUMENTS

FOR THE

CHIPSEAL

OF

TOWN ROADS

APRIL 9, 2015

TOWN OF ELLINGTON
55 MAIN STREET
ELLINGTON, CONNECTICUT 06029

LEGAL NOTICE
INVITATION TO BID
TOWN OF ELLINGTON

CHIPSEAL OF TOWN ROADS

Notice is hereby given that sealed bids will be received by the Finance Office of the Town of Ellington, State of Connecticut, until Thursday, April 9, 2015, at 2:30 p.m., at which time they will be publicly opened and read aloud in the Town Hall Meeting Hall, 55 Main Street, Ellington, CT 06029 for **CHIPSEAL OF TOWN ROADS.**

A **mandatory** pre-bid meeting will be held with the Director of Public Works at **9:00 A.M., prevailing time, on Wednesday, April 1, 2015** in the **Conference Room, Public Works Facility, 21 Main Street**, Ellington, CT. All potential bidders are required to attend.

Details of the proposal and contract documents are on file in the office of the Finance Officer, 55 Main Street, Ellington, CT and may be reviewed during normal business hours. Copies may be obtained at the Finance Office.

The Town reserves the right to amend or terminate this Request for Proposals, reject any and all bids and/or to waive any defect, irregularities or informalities in the bidding. The Town need not necessarily award the contract to the lowest bidder if, in the opinion of the Town, it would be in the best interest of the Town to accept another bid.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information to Bidders. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

TOWN OF ELLINGTON
Nicholas J. DiCorleto, Jr.
Finance Officer

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INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Town of ELLINGTON (herein called "Town"), invites sealed bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Town at the Office of the Finance Officer until 2:30 p.m., Thursday, April 9, 2015 and then will be publicly opened and read aloud. The envelopes containing each bid must be sealed, addressed to the Finance Officer at the Ellington Town Hall, 55 Main Street, Ellington, CT, and be designated as a bid for "Chipseal of Town Roads". The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.

Proposals received prior to the time established herein for the receipt and opening of same, will be securely kept unopened. The officer whose duty it is to receive and open all proposals will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a proposal not properly addressed and identified. The Town will neither accept nor consider any proposal which is received after the time established herein for the opening of same regardless of the cause for delay in the arrival of a proposal. The same will be returned unopened. Telegraphic or faxed proposals will not be considered.

Any bid may be withdrawn at any time at least one hour prior to the time fixed in the published notice for the opening of bids only by written telegraphic or fax request for the withdrawal of the bid filed with the Finance Officer. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not the bids are opened exactly at the time fixed in the published notice for the opening of bids, a bid will not be received after that time, nor may any bids be withdrawn within sixty (60) days after the time fixed in the published notice for the opening of bids.

Neither the bid form or proposal nor any other portion of this book shall be detached therefrom.

2. Preparation of Bid

Each bid must be submitted on the prescribed form (attached hereto) and all blank spaces for bid prices must be filled in, in ink or typewritten. All pages in this set of contract documents shall remain intact and all bids shall be submitted complete with all pages attached hereto.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and be designated as a bid for "Chipseal of Town Roads". If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

Any unauthorized condition, limitations, or provisos attached to a bid will be likely to render it informal and may cause its rejection. Alteration of the bid unit prices or amounts by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. If the bid is made by an individual, it must be signed by the full name of the bidder whose address must be given; if it is made by a firm, it must be signed by an authorized member of the firm, and the name and full address of said member must be given; and if it is made by a corporation, it must be signed by an officer in the corporate name and the corporate seal must be attached to such signature.

3. Method of Bidding

The Town invites the following bid:

(I) Chipseal of Town Roads

4. Qualifications and Experience of Bidder

Bidders must, if required by the Town, present satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and material to furnish the articles called for and to conduct the work as required by the specifications.

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

5. Bid Security

Each bid must be accompanied by cash, bid bond or certified check of the bidder in the amount of two percent of the bid. Such cash, bid bond or check will be returned to all except the three best bidders within three days after the opening of bids, and the remaining cash or checks will be returned promptly after the Town and the accepted bidder have executed the contract, or if no award has been made within 60 days of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

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

6. Time of Completion and Liquidated Damages

Bidder must agree to commence work within 10 days of a date specified in a written notice proceed and to fully complete the project within 28 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $100 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

7. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the work specified and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment, materials and labor necessary to carry out the provisions of his contract.

8. Addenda and Interpretations

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

any bidder orally.

Every request for such interpretation should be in writing addressed to:

Director of Public Works
P O Box 187
Ellington, CT 06029

To be given consideration, each request must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

Except as specifically provided in this Paragraph 8, proposers are prohibited from contacting any Town employee, officer or official concerning this Request for Proposals. Failure to comply with this requirement may result in disqualification

9. Acceptance or Rejection of Bids; Award of Contract

No telegraphic bid or telegraphic modification of a bid will be considered. No bid received after the advertised time of receiving bids will be considered. No bid not accompanied by the appropriate bid surety will be considered. If the price of any item appears to be abnormally high or low, it may lead to the rejection of the bid containing such price. The Town reserves the right to accept any bid, to waive any defects and informalities in the bids, and to reject any and all bids.

The contract will be awarded to the responsible, duly qualified bidder submitting the most favorable bid complying with the conditions of these contract documents. All or none of the alternates may be considered by the Town in determining the order of bidders. Factors other than price will be considered in evaluating bids received. Due consideration may also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance and other criteria relevant to the Town's interest, including compliance with the procedural requirements stated in this Request for Proposals. The Town will not award the contract to any business that, or individual who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation. The bidder to whom the award is made will be notified at the earliest possible date. The successful bidder shall execute and deliver to the Town, within ten (10) days after notification of the award, an agreement in the form included in the contract documents, in such number as the Town may require. The Notice of Award does not provide the bidder with any rights and does not impose on the Town any obligations. The Town is free to withdraw its award at any time and for any reason prior to the signing of the contract

10. Security for Faithful Performance and Payment

Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds in the amount of one-hundred percent of the total bid price as security for the faithful performance of this contract and a separate Labor and Materials Payment Bond for the payment of all persons performing labor on the project under this contract and furnishing materials and equipment in connection with this contract, as specified in the General Conditions included herein.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Town. Said bond or bonds shall contain the full name and address of the firm or agency to whom bonds are to be returned upon release by the Town.

11. Power of Attorney

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

12. Contractor's Indemnity

The successful bidder shall indemnify and save harmless the Town of ELLINGTON according to the Contractor's Indemnification contained herein as Exhibit I and incorporated into and made a part of this agreement. Exhibit I must be signed and notarized and submitted to the Town prior to commencement of this project (agreement).

13. Insurance Requirements

The Contractor and any subcontractors shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Contractor and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusion is required for all required coverages.

The coverage indicated below at not less than the specified limits are required for this project (agreement):

A. Comprehensive General Liability coverage naming the TOWN as additional insured, written on an occurrence basis: $2,000,000 per occurrence; $2,000,000 aggregate

B. Automobile Liability coverage, including coverage for hired or borrowed autos: $2,000,000 per accident-combined single limit

C. Workers' Compensation Coverage (as per Connecticut law and custom) and employer's liability coverage $100,000/$500,000/$100,000 limits

or

"Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.

All required insurance shall be certified by a duly authorized representative of the insurer(s) on the "CIRMA Certificate of Insurance" form contained herein as Exhibit II and incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid on file with the Town prior to commencement of this project (Agreement).

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

(a) Special Provisions:

-Traffic Control and Warning Signs

-Aggregate

-Overall Coordination

-Retainage

-Warranty

-Price escalation

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work specified herein shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Obligation of Bidder

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

17. Freedom of Information Act:

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The

bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission and providing witnesses and documents as appropriate.

18. Non-Collusion

Bidder represents that this bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other Bidder, and bidder or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

Bid Form/Proposal

Proposal of _____(hereinafter called "Bidder"),

organized and existing under the laws of the State of _____,

doing business as _____*.

To the Town of ELLINGTON, First Selectman, hereinafter referred to as TOWN:

Gentlemen:

The Bidder, in compliance with your invitation for bids for "Chipseal of Town Roads" in the Town of ELLINGTON, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed work including the availability of materials, equipment and labor, hereby proposes to furnish all the materials, equipment, labor and supplies to accomplish the work as specified in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract within 10 days of a date to be specified in a written "Notice to Proceed" and to fully complete all required work within 28 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $100 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

_____

_____

_____

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

BID FORM

BASE BID: 20% Asphalt Rubber Surface Treatment applied to town prepared roadways in accordance with the attached specifications.

Price per Square Yard $ _____

OPTION # 1: Contractor shall provide Pre and Post sweeping of the roadways.

Price per Square Yard $ _____

OPTION # 2: Contractor shall provide all necessary crack sealing to the roadways prior to the Surface Treatment.

Price per Square Yard $ _____

Bidder: _____ Phone: _____

Address: _____ Fax: _____

_____

Signature: _____

Printed Name & Title: _____

Date: _____

SINGLE TRAP ROCK

Bidder agrees to perform all work described in the specifications for the following unit prices:

Item No.	Est Qty	Unit	Description	Unit Price	Total Price
1	100,000	SY	Single "trap-rock" chipseal in place as specified herein	$_____/SY	$_____
			TOTAL BID (Items 1)	$_____	

The above prices shall include all materials, equipment and labor, all transportation costs, overhead, profit, insurance, etc. to provide for the finished work of the kind called for.

Bidder understands that the Town reserves the right to reject any or all bids and any or all alternates. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal contract attached within ten (10) days and deliver a surety and payment bond or bonds and appropriate insurance coverage certificates as required by the General Conditions.

The bid security attached in the sum of_____
($_____) is to become the property of the Town in the event the contract and bond are not executed within the time set for the above, as liquidated damages for the delay and additional expense to the Town caused thereby.

Respectfully submitted:

by _____
Title

_____
Date

Company Name: _____

Address: _____

_____

Phone: _____

BID BOND

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

_____

as Principal, and _____

as Surety, are hereby held and are hereby held and firmly bound unto _____

as Owner in the penal sum of _____

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

Signed, this _____ day of _____, 20__

The Condition of the above obligation is such that whereas the Principal has submitted to

_____ a certain bid, attached hereto and

hereby made a part hereof to enter into a contract in writing for the _____

NOW, THEREFORE,

(A) If said Bid shall be rejected, or in the alternate,

(B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and payment of material and labor, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

_____ _____

Principal Surety

By: _____ By:_____

EXHIBIT I

Contractor's Indemnification

The Contractor hereby agrees to indemnify and hold the Town of ELLINGTON, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors of any and all applicable federal, state and local nondiscriminatory employment laws, rules and regulations in effect and applicable for the work.

Contractor further hereby indemnifies and holds the Town of ELLINGTON and its agents and employees harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liability, including reasonable attorneys fees, arising out of, connected with, or resulting directly or indirectly from or during Contractor's construction activities relating to the Work or incidental thereto, and agrees to defend, at its sole cost and expense, all suits which may be brought against the Town and its agents and employees either alone or in conjunction with others, in connection with and/or incidental to the Work.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse the Town of ELLINGTON for damage to property of the Town of ELLINGTON caused by the Contractor, or his employees, agents, subcontractors or materialmen or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF CONNECTICUT:
: ss.
COUNTY OF :

Signed:

_____
Contractor

By_____

Address_____

_____

Date_____ 20_____

Subscribed and Sworn to before me
on this ___ day of _____ 20 ___

_____
Notary Public

Exhibit II

Certificate of Insurance

This is to certify that the following policies are in force covering all work and operations of _____ on behalf of the Town of ELLINGTON, ***who is hereby named as an additional insured***, and that all standard policies and necessary endorsements provide the coverages and limits of liability shown. The insurance company agrees to investigate and defend the insureds against all claims for damages, even if groundless. (see next page)

REQUIREMENTS	Coverage Type	Effective Date	Expiration Date	Limit of Liability per occ	Limit of Liability aggregate	Company & Policy No.
Yes_____ No___ Coverage Minimums $1,000,000 CSL per occurrence $1,000,000 aggregate	Broad Form Comprehensive General Liability (Complete any which apply) deductible $_____ retroactive date_____ defense costs included in limit?_____					
Yes_____ No___ Coverage Minimums $1,000,000 CSL per occurrence $1,000,000 CSL aggregate	Automobile Liability Including-- ___all autos ___leased ___hired					
REQUIREMENTS	Coverage Type	Effective Date	Expiration Date	Limit of Liability per occ	Limit of Liability aggregate	Company & Policy No.
Yes_____ No___ Coverage Minimums As per CT Law and Custom plus Employer's Liability 100/500/100	Workers' Compensation (Self insureds should submit "certificate of solvency" from CT Compensation Commission					
Yes_____ No___ Coverage Minimums _____CSL	Catastrophe or Umbrella Liability (Can also be used to supplement insufficient AL or CGL above					
Yes_____ No___ Coverage Minimums	Other (Specify)					
Disclosure of non-standard exclusions						

It is agreed that a minimum of thirty days written notice shall be provided in the event of any change, restrictive amendment, cancellation or non-renewal of any of these policies for the following:

Town of ELLINGTON
P O Box 187
ELLINGTON, CT 06029

Dated this _____ day of _____, 20__ _____
Authorized Agent/Official of Insurance Carrier

Original and 1 copy to be submitted to Timothy M. Webb, Director of Public Works
Town of ELLINGTON
P O Box 187
21 Main Street
Ellington, CT 06029

TOWN OF ELLINGTON

DEPARTMENT OF PUBLIC WORKS

Chipseal of Town Roads

This agreement made and entered into on the _____day of _____

20_____, between: The TOWN OF ELLINGTON acting by and through its First Selectman

and hereinafter referred to as "Town",

AND

_____,

a corporation organized and existing under the laws of the State of _____, a partnership, or an individual doing business as _____, and hereinafter referred to as "Contractor".

WITNESSETH;

That for and in consideration of the payments and agreements hereinafter mentioned, the CONTRACTOR hereby agrees with the TOWN to commence and complete the work described as follows:

Chipseal of Town Roads

hereinafter called the PROJECT, for the sum of_____Dollars ($_____) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices stated in the Bid Form/Proposal, the General Conditions and Special Conditions of the contract, the plans, the specifications and contract documents all of which are attached hereto and made a part hereof and collectively evidence and constitutes the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before 10 days of a date to be specified in a written "Notice to Proceed" and to fully complete the project within 28 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $100 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The TOWN agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Section 22, "Payment to Contractor" of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CONTRACTOR

_____

_____

_____

(SEAL)

TOWN

_____
First Selectman

_____

Recommended for approval:

_____
Director of
Public Works

_____
date

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

_____
(Name of Contractor)

_____
(Address of Contractor)

a_____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the chipseal of Town roads.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____day of _____, 20_____.

Note: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

ATTEST:

_____
(Principal)

_____
(Principal) Secretary

By_____

(SEAL)

_____
(Address)

_____

_____
(Witness as to Principal)

_____
(Surety)

_____
(Address)

By_____
(Attorney-in-fact)

_____

_____
(Address)

ATTEST:

_____

_____
(Surety) Secretary

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

_____

LABOR AND MATERIAL PAYMENT BOND

NOTE: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

THAT_____ as Principal (hereinafter called Principal) and _____ as Surety (hereinafter called Surety) are held and firmly bound unto _____ (hereinafter called Owner) for the use and benefit of claimants as hereinbelow defined; In the amount of _____ dollars ($_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Owner for the "Chipseal of Town Roads" which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

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

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or service in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

Unless otherwise required by law, any suit under this Bond must be Instituted before the expiration of (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

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

In presence of:

_____ _____ L.S.
(Individual Principal)

_____
(Business Address)

_____ _____ L.S.
(Individual Principal)

_____
(Business Address)

Attest:

_____ _____
(Corporate Principal)

_____
(Business Address)

BY:_____ Affix Corporate Seal

Attest:

_____ _____
(Corporate Surety)

_____
(Business Address)

BY:_____ Affix Corporate Seal

Countersigned

BY:_____

*Attorney-in-fact, State of _____

* Power-of-Attorney for person signing Surety Company must be attached to Bond

GENERAL CONDITIONS

1. Contract and Contract Documents

The plans, specifications and addenda shall form part of the contract and provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in these General Conditions are respectively defined as follows.

A. "Contractor" - A person, firm or corporation with whom this contract is made by the Town.

B. "Subcontractor" - A person, firm or corporation supplying labor, equipment or materials for work at the site of the project for, and under separate contract or agreement with, the Contractor.

C. "Work on (at) the project" - Work to be performed at the locations of the project including the transportation of materials, equipment and supplies to or from the location(s) of the project by the employees of the contractor and any subcontractor.

D. "Owner" - The Town of ELLINGTON, Connecticut, acting by and through its First Selectman, Director of Public Works, Finance Officer or their authorized representative.

3. Materials, Services and Facilities

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

4. Contractor's Title to Material

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

5. Inspection and Testing of Materials

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as part of the contract.

Materials of construction, particularly those upon which the strength and durability of the finished product may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for users intended. As this contract calls for chipseals "in-place", failure of the Town to test any construction materials shall not transfer the responsibility of the Contractor to provide a functioning "in place" chipseal to the Town or materials provider.

6. "Or Equal" Clause

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

7. Patents

The Contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the owner, unless otherwise specifically stipulated in the Contract Documents. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

8. Surveys, Permits and Regulations

Unless otherwise expressly provided for in this contract, the Owner will furnish to the Contractor all surveys necessary for the execution of the work. The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work.

9. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Town as given from time to time during the progress of the work. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Town.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather or whenever the Town shall direct, the Contractor will, and will cause his Subcontractors to protect carefully insofar as is reasonably possible given the nature of the work, his and their work and materials against damage or injury from the weather. If, in the opinion of the Town, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. Protection of Work and Property--Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Town, in a diligent manner. He shall notify the Town immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Town for approval.

Where the Contractor has not taken action but has notified the Town of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Town.

The manner of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph 14 of the General Conditions.

12. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

13. Superintendence by Contractor

At the site of the work, the Contractor shall designate one person who shall have full authority to act for the Contractor provided that such representative shall be competent and acceptable to the Town.

14. Changes in Work

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

a. Unit bid prices previously approved.

b. An agreed lump sum.

c. The actual cost of:

(1) Labor, including foremen;

(2) Materials entering permanently into the work;

(3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;

(4) Power and consumable supplies for the operation of power equipment;

(5) Insurance;

(6) Social Security and old age and unemployment contributions.

To the cost under 14 (c), there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

15. Extras

Without invalidating the contract, the Owner may order extra work of the kind bid upon or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner and the price is stated in the order.

16. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the contract of work to be done hereunder are **ESSENTIAL CONDITIONS** of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on or before the date specified.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The parties desire to fix and agree upon damages in advance because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, said amount is reasonable and is agreed to be a reasonable estimate of the amount of damages which the owner would sustain.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the government of the United States or the State of Connecticut.

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article: Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

17. Correction of Work

All work, all materials, whether incorporated in the work, or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.

18. Conditions Found Different

Should the Contractor encounter conditions at the site materially differing from those indicated in the Specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those indicated in the Specifications, he will at once make such changes in the Specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 14 of the General Conditions.

19. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 14 (c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and, when requested by the Owner, give the Owner access to accounts relating thereto.

20. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violations or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said five (5) days, cease and terminate. In the event of any such termination, the Owner shall immediately

serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

21. Payment to Contractor

The Town shall make one payment to the Contractor on the basis of a duly certified and approved estimate of the work performed under the contract. Town shall withhold 5% of sums due to Contractor after the completion of the work until the Town is satisfied that all work is completed satisfactorily. Payment shall be made only after the final completion and acceptance of all work covered by the contract.

The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon full payment to the Contractor shall be made in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

22. Acceptance of Payment as Release

The acceptance by the Contractor of payment shall be and shall operate as a release of the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligation under this contract or the performance bond.

23. Contractor's Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under Section 13 of the Information for Bidders attached hereto and such insurance has been approved by the Town. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. **Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the Town."**

24. Contract Security

The Contractor shall furnish a performance bond and a payment bond both in an amount at least equal to one-hundred percent (100%) of the total contract price as security for the faithful performance of this contract. Said Sureties shall be written by a company acceptable to the Town and licensed to do business in the State of Connecticut and shall be filed with the Finance Officer.

25. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

26. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

27. Department of Public Works Authority

The Town Director of Public Works or his authorized representative shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Director of Public Works shall determine the amount, quality, acceptability, and fitness of the work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Director of Public Works' estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Director of Public Works shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Director of Public Works shall decide the meaning and intent of any portion of the specifications and of any plan or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Director of Public Works.

28. Quantities of Estimate

The estimated quantities of work to be done and materials to be furnished are on a unit price basis under this contract, they are given for use in comparing bids, and the right is expressly reserved, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

29. Conflicting Conditions

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

30. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

31. Required Provisions Deemed Inserted

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

32. Safety and Health Regulations for Construction

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

33. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

34. Non-Discrimination

Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer".

SPECIAL PROVISIONS

1. General

The Contractor shall furnish all tools, labor, equipment, materials and incidentals to complete all items of work set forth on plans and in Bid Documents in a manner described in the Contract Documents, General Conditions, Special Provisions and Technical Provisions.

The Owner (Town) reserves the right to eliminate from the contract any of the work shown on the Bid Form in the event it deems it to be in the best interest of the Owner.

2. Traffic Control and Warning Signs to be Provided by Town

The Town will furnish two flagmen to provide for traffic control while the chipseal is in progress. The general public's vehicular access to the work areas will be maximized. Contractor shall coordinate with the Town to provide a minimum of inconvenience to the travelling public. Contractor shall erect temporary "fresh oil", loose gravel" or other warning signs.

3. Preliminary Surface Preparation to be Done by Town

Leveling, patching and preliminary sweeping of the road surface shall be the responsibility of the Town.

4. Final Pre-cleaning to be Done by Contractor

Immediately prior to the chipseal work, Contractor shall sweep the road (particularly the edges) as necessary to remove all debris and provide a clean road surface for sealing.

5. Aggregate to be Supplied by Contractor

All aggregate to be utilized in the work will be purchased and provided by the Contractor. All aggregate must be in compliance with the Technical Specifications included herein, and acceptable to the Town. Town's election not to test aggregate (if exercised) does not absolve Contractor from supplying appropriate aggregate or guaranteeing the final chipseal "in place".

6. Overall Coordination of Work to be Provided by Contractor

The overall coordination and prosecution of the work will be the responsibility of the Contractor. Contractor shall coordinate with the Town as much as possible to ensure the smooth and efficient accomplishment of all work.

7. Sampling, Inspection and Testing of Materials

Upon request by the Town, Contractor shall furnish a Certified Test Report demonstrating that the material being furnished by him is in compliance with the material specifications in the Technical Provisions attached hereto.

Town shall sample, inspect and test as it deems necessary all materials furnished by the Contractor. If in the opinion of the Director of Public Works any materials supplied by the Contractor are judged to be unsuitable for any reason, said unsuitable materials shall not be utilized in the work and shall be promptly removed from the job site at the Contractor's expense.

The Town reserves the right to retest any material which previously had been tested and accepted, and to reject materials in transit or at the point of delivery which do not meet requirements of the specifications, which are contaminated, which are damaged by overheating, or in the experience of the Town will not be acceptable for the work intended.

8. Specifications

Wherever in these Contract Documents reference is made to Form 814, it shall mean "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 814," 1988. Particular paragraphs and articles cited herein are made a part of these Contract Documents.

The only purpose and intent of citing Form 814 is to insure certain minimum standards of workmanship and quality of material. In case of conflict, these Contract Documents shall govern.

9. Safety

The Contractor shall comply with all requirements of the Occupational Safety and Health Act (OSHA).

10. Tests

All testing of materials in transit or at the work site shall be paid for by the Town.

11. Delays

The Town shall not be considered in default under this agreement or responsible for any delay resulting from threatening weather conditions, equipment accident or failure, strike or labor disputes, natural disasters, fuel shortage, material shortage, or delay due to any other reason or circumstance beyond the control of the Town. Provided, however, that if any such delay exceeds 20 days, Contractor shall have the option of terminating this agreement by written notice to the Town.

12. 5% Retainage

The Town shall withhold 5% of all sums due to the Contractor until the Town is satisfied that the chipseal work is done without defects in materials or workmanship of any kind.

13. Three-year Warranty

Contractor must unconditionally warranty the work done under this contract for a period of three years. Any defects in the work shall be promptly repaired upon notice to the Contractor by the Town.

14. Term of Contract and Option to Renew

The contract period shall be a three year contract with annual price increases as noted in the asphalt escalation clause. At the beginning of each contract year, the Town shall notify the Contractor of all of the town roads to be sealed during the contract year and shall establish a date on which the Contractor shall be required to start work that season. Contractor shall undertake performance of said work in accordance with the time requirements provided in paragraph 16 of the General Conditions. At the Town's option, the work covered under this contract may be extended for an additional two single year seasons provided that the Town gives the contractor notice of its exercise of the option on or before February 1st of each year during the extension period(s). Prices during the extension period, if exercised, shall be increased as noted in the asphalt escalation clause.

15. Price Escalations

To compensate for liquid asphalt price fluctuations, the following procedures are hereby made a part of this contract to determine the actual cost to be paid per square yard of chipseal in place.

Whenever the actual price of trailer-load quantities (+/- 6,000 gallons) of CRS-2 or RS-2 asphalt emulsion at the Triram terminal in Portland, Connecticut deviates from $1.30 per gallon, an adjustment to the price paid for chipseal in place shall be made as follows:

Item 1 – Single "trap-rock" chipseal in place:
New price = price bid in this contract + (.4) (Actual price per gallon - $.80)

example 1: actual price at terminal = $.85/gallon and
bid price = $1.00/S.Y.
New contract price = $1.00 + (.4) ($.05) = $1.02 per S.Y.

example 2: actual price at terminal = $.75/gallon and
bid price = $1.00/S.Y.
New contract price = $1.00 + (.4)(-.$.05) = $.98 per S.Y.

16. When a bidder supplies asphalt emulsion under this contract that they did not manufacture, bidder shall submit to the Town a letter from the material-producing vendor that documents the cost of the asphalt emulsion used in the performance of this contract. The Town reserves the right to audit the actual cost of the asphalt emulsion. In submitting and signing this bid, bidders accept and understand the Town's rights regarding audit of the cost to purchase asphalt emulsion.

All figures, which extend beyond three decimal places, shall be rounded to the third place. Adjustments upwards or downwards in price will not be used in determining the bid the Town chooses to accept.

The delivery costs for transporting the asphalt emulsion from the supplier to the manufacturer and or bidder shall not be part of the actual price paid for asphalt emulsion at the terminal.

TECHNICAL PROVISIONS

1. Single "Trap Rock" Chipseal
2. Asphalt-Rubber Surface Treatment

1. Single "Trap Rock" Chipseal

A. Description:

The work covered by this section of the specifications shall include furnishing the labor, materials and equipment necessary to construct a single chipseal on Town roads utilizing Trap-rock in the Town of ELLINGTON in accordance with these specifications and the directions of the Director of Public Works.

B. Materials:

Liquid asphalt emulsion shall consist of anionic rapid setting asphalt emulsion (RS-2) or equivalent meeting all the requirements of ASTM specification D977 and AASHTO specification M140 or cationic rapid setting asphalt emulsion (CRS-2) or equivalent meeting all the requirements of ASTM specification D2397 and AASHTO specification M208. Asphalt emulsion shall be stored, handled and transported in accordance with the requirements of Construction Leaflet #21(CL-21) published by the Asphalt Institute, and shall be transported and handled at a temperature between 150 and 170 degrees fahrenheit. Emulsion shall be applied at the temperature, generally between 150 degrees and 170 degrees Fahrenheit, as specified by the Director of Public Works.

Aggregate shall be a 3/8 inch broken stone consisting of clean, hard, tough durable fragments of rock of uniform quality throughout. It shall be free from detrimental quantities of thin, flat, soft or disintegrated pieces and shall be completely free of any mud, dirt, organic or other injurious material and shall meet the following size and gradation requirements as determined by ASTM test method D422:

Sieve size Range

1/2"	100% passing by weight
3/8"	65-90% passing by weight
# 4	0-8% passing by weight
# 8	0-4% passing by weight
#16	0-2% passing by weight
#100	0-1.5% passing by weight
#200	0-.75% passing by weight

No aggregate shall be utilized in the work without the approval of the Town.

C. Construction Methods:

Contractor shall apply asphalt emulsion to Town roads as directed by the Town and as specified herein. Application temperatures shall be as directed, generally between 150 degrees and 170 degrees Fahrenheit.

Enough emulsion shall be applied to the road surface so that the resulting chipseal has an effective emulsion depth of 30 to 50% of the height of the applied aggregate in place on the road.

Emulsion depths less than 30% of the applied stone as observed 90 days after the completion of the work will not be acceptable. Emulsion depths greater than 50% of the applied stone may be acceptable as long as excessive bleeding does not occur.

Asphalt application shall be made by the Contractor using a liquid asphalt pressure distributor designed and operated to distribute the asphalt emulsion in a uniform spray without atomization, in the amount and between the limits of temperature specified.

It shall be equipped with a bitumeter having a dial registering feet of travel per minute. The dial shall be visible to the truck driver so he can maintain the constant speed required for application at the specified rate.

The pump shall be equipped with a tachometer having a dial registering gallons per minute passing through the nozzles. The dial shall be readily visible to the operator.

Means for indicating accurately the temperature of the asphaltic material at all times shall be provided. The thermometer well shall not be in contact with a heating tube.

The normal width of application of the spray bar shall be not less than 12 feet, with provision for the application of lesser width when necessary. A hose and spray nozzle attachment shall be provided for applying asphaltic material to patches and areas inaccessible to the spray bar.

The distributor shall be provided with heating attachments and the asphaltic material shall be circulated during the entire heating process.

The distributor shall also be equipped with a sampling valve in the bulkhead and full circulating spray bars with sufficient spare sections of spray bars to apply liquid asphalt in multiples of 2 feet and 2 squeegees for removing excess asphalt emulsion at stops and starts.

Contractor's pressure distributor shall be clean, free from dirt and well maintained. Town shall have the right to inspect the pressure distributor at all times and reserves the right to reject it and prohibit its use if it does not conform to these specifications.

Contractor shall provide qualified operators highly skilled in the operation of the distributor to operate same. Said operator shall apply emulsion and shall pay particular attention to maintaining a minimum distance between the distributor and the aggregate spreader.

Contractor shall supply a feeder truck to supply the asphalt distributor in so far as may be required to meet reasonable production standards.

If within 1,095 days of its application, any asphalt emulsion that has been applied by Contractor shows results unsatisfactory to the Town, the Town reserves the right to demand the replacement cost of said unsatisfactory asphalt emulsion (including all costs incurred in putting the road in satisfactory condition) be paid by the Contractor.

Aggregate must be slightly damp when applied. Aggregate shall be applied by means of a chip spreader as provided for below. Contractor shall be responsible for purchasing and hauling aggregate to the job site to be applied.

Contractor shall furnish a sufficient number of laborers to break down the piles of chips and cause the chips to be raked evenly over the roadway. Said raking shall be done with approved chipseal rakes.

Contractor shall spread aggregate on freshly applied asphalt emulsion in an accurate and workmanlike manner in accordance with these specifications and as directed by the Director of Public Works.

Contractor shall provide qualified operators highly skilled in the operation of the aggregate spreader to operate same. The Contractor and his operator shall at all times coordinate the operation of the aggregate spreader with the operation of the pressure distance between the distributor and the aggregate spreader as directed by the Director of Public Works.

Contractor shall roll the freshly spread aggregate surface with a pneumatic-tired roller (minimum 8 tons) making a minimum of one pass over all areas of the completed surface and as directed by the Director of Public Works. Contractor shall provide one qualified operator skilled in the operation of the roller to operate same. Contractor shall coordinate the operation of the roller with the distributor and aggregate spreader so that all sections are rolled as soon as possible after the aggregate is spread.

D. Measurement & Payment:

The quantity of single "trap rock" chipseal complete and in place shall be based on the number of square yards of roadway chipsealed. Said quantity shall be measured by the Town to the nearest 50 square yards and paid for at the contract unit price bid therefore. Said payment will be full compensation for furnishing all materials, labor and equipment (excluding flagmen provided by the Town), tools and incidentals necessary to complete the work in accordance with these specifications.