



**TOWN OF HAMDEN
CONNECTICUT**

**TOWN OF HAMDEN
BID #2876**

PERMANENT PATCH OF UTILITY TRENCHES IN TOWN STREETS

The Town of Hamden is seeing competitive bids for permanent patching of utility trenches and other related work at various locations throughout the Town

Sealed proposals (1 original and 5 copies

) will be received at the Finance Office to be held in the Purchasing Lock box until **11:00 A.M.** on **May 23, 2019** at which time they will be publicly opened and read aloud. Bids received after the time set will be considered informal and will be rejected.

It is the sole responsibility of the bidder to see that the bid is in the hands of the proper authority prior to the bid opening time.

Specifications and the form of proposal on which bids must be submitted may be obtained at the Purchasing Office, Hamden Government Center, 2750 Dixwell Avenue, Hamden, CT between the hours of 8:30 A.M. and 4:30 P.M., Telephone (203) 287-7110. A PDF version may be obtained by e-mailing a request to purchasing@hamden.com.

The Town of Hamden reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in a bid or portion thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden.

Philip W. Goodwin

Purchasing Agent

BID #2876
PERMANENT PATCH OF UTILITY TRENCHES IN TOWN STREETS

INTRODUCTION:

The Town of Hamden is seeing competitive bids for permanent patching of utility trenches and other related work at various locations throughout the Town for construction season 2018. An initial list of streets and locations are included and are subject to change as conditions warrant.

SCOPE OF WORK:

The Intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to install permanent bituminous patches and other related work, complete in place, on various streets; as required by first class construction practice for work of this type; and/or as ordered by the Engineering Department. Such work shall be performed on an as-needed basis for the period through the 2018 construction season. Incidental work not otherwise listed above shall be included when required by manufacturer's instructions and/or first class construction methods. The Town follows the CT DOT Form 817 where applicable unless otherwise specified.

The successful Bidder/Contractor shall begin work within fourteen (14) calendar days after contract signing or opening of paving plants, whichever is greater. Work sites will be assigned by purchase order. All work required for the completion of items identified in the work order assignments are to be completed within thirty (30) calendar days from the date of the issuance of the Purchase Order assigning the work. The initial list provided in the bid are examples of sites to be assigned. The individual streets will be assigned by purchase order. By joint agreement between the Engineer and the Contractor, a later date may be set for beginning work, if such delay is caused beyond the control of the Contractor or the Town.

Index of Technical Specifications:

Section: Item / Description:

General	Changes which generally affect all Technical Sections
007201	General Provisions
007202	Special Provisions
013300	Measurement and Payment
Section All	Changes to All Technical Sections
Section 9.22A.....	Bituminous Concrete Permanent Pavement Replacement
Section 9.70	Town Police Officer Traffic Control
Section 9.71	Maintenance and Protection of Traffic
12101XX	Epoxy Resin Pavement Markings

Contract Drawings:

Page 1:	Bituminous Concrete Permanent Pavement Replacement (Hamden-36)
Page 2	Typical Bituminous Concrete Driveway Apron Details (Hamden-40)
Page 3:	Curb Details (Hamden-02)
Page 4:	Potential location list

BID PROPOSAL #2876
CONTRACT 2019-2020
PERMANENT PATCH OF UTILITY TRENCHES IN TOWN STREETS

The undersigned hereby declares that no Person or persons other than members of his own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Hamden is 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 interests of the Town of Hamden. It is understood that the Town, its agents and employees, are not to be, in any manner, held responsible for the accuracy of, or bound by any estimates relative to the work; all such estimates are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has examined the site of the work, the general information, the plans and specifications and the form of contract, and will contract to provide all necessary tools, apparatus, freight, cartage and expense, and to do all the work and furnish all materials necessary to construct the proposed work in the manner and upon the conditions specified and the terms which follow herein.

The undersigned also agrees to furnish satisfactory performance and payment bonds with surety and to execute and deliver within 15 days after the notice of award, a formal contract with the Town of Hamden for the fulfillment of this Proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the Town may determine the contract abandoned and declare the Proposal and acceptance null and void. The Town may, at its option, declare the bid bond forfeited. No bid may be withdrawn for a period of 90 days after the opening of the bids.

The undersigned agrees to construct complete in place, including all labor, materials and equipment, "**CONTRACT 2018-XXX PERMANENT PATCHING OF UTILITY TRENCHES IN TOWN STREETS – VARIOUS LOCATIONS**" according to the attached specifications and plans for the unit prices and/or lump sum prices hereinafter listed, times the actual quantities of the completed work as computed by the Engineer.

The undersigned declares that the bidder is:

(a) A CORPORATION organized under the laws of the State of _____ having its principal office at _____

The principal officers, with their respective titles and addresses, are as follows:

Name	Title	Address
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_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) A PARTNERSHIP consisting of the following individuals with their addresses:

Name	Address
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_____	_____
_____	_____
_____	_____

(c) AN INDIVIDUAL by the name of _____ and doing business as _____

TECHNICAL PROVISIONS – SECTION 007201

GENERAL PROVISIONS

1. INSPECTION:

Inspectors representing the Engineer shall be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the Town or release the Contractor from his obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

2. ENGINEER TO BE JUDGE OF WORK:

The Engineer shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

3. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specifications in general, the drawings shall be considered to supersede the written specifications.

4. LOCATION OF MAJOR COMPONENTS OF THE WORK:

Major components of the work will be located and staked substantially as indicated on the drawings but the right is reserved by the Engineer to make such modification in the location as may be found necessary. Payment for such variations or changes will be at the unit prices for like work listed in the Proposal.

5. CONSTRUCTION LAYOUT:

Construction layout shall be the responsibility of the Contractor. The Town of Hamden Department of Public Works will provide no Construction Layout services for this contract.

6. CONTRACTOR SITE VISIT:

Prior to bidding the Contractor shall visit the site and confirm existing field conditions. The Contractor shall complete the "Contractor Site Verification Form" and submit it with his base bid.

7. SUBMITTALS:

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Engineer, all of which shall be subject to the approval of the Engineer.

8. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED:

The general features of said work are shown on the Contract drawings on file in the office of the Engineer and the Engineer will furnish the Contractor with such additional plans as may be necessary to show the details of construction which are to be considered as illustrating the requirements set forth in the Contract and Specifications and are to be followed by the Contractor in carrying out the work done thereunder. When requested by the Engineer, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Engineer.

9. UNIFORMED TRAFFICMEN:

The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Engineer may order for the control and direction of vehicular traffic and pedestrians. Unless otherwise required, traffic men shall be off duty Town of Hamden Policemen who shall be paid at the rate stipulated in their union contract with the Town of Hamden. The rate shall include all compensation insurance, benefits and any other cost of liability incidental to the furnishing of the traffic men ordered. Contractor shall be aware that traffic control is to provide public safety and not to facilitate construction activities by the contractor.

- a) If a uniformed officer is not available or does not arrive at the project site on schedule the contractor shall provide a trained flagman to provide traffic control. The Town will reimburse the cost of the flagman, however, no compensation for lost time or work will be provided. The Contractor shall be reimbursed his actual hourly cost plus ten percent (10%). The hourly reimbursement paid by the Town shall not be more than the hourly cost of a Hamden Police Officer.
- b) If the Contractor utilizes uniformed traffic men, the amount of hours to be paid by the Town shall be as determined by the Engineer and Construction Inspector. The amount of hours to be reimbursed by the Town to the Contractor for uniformed traffic men shall be rectified on a daily basis with the Construction Inspector and/or Engineer. The Contractor shall be reimbursed only for actual hours an individual conducts traffic control duty. If the individual is providing other services to the Contractor not associated with traffic duty, that time shall not be eligible for reimbursement by the Town.

10. CHANGES AND EXTRA WORK:

The Engineer shall have the power and without notice, or approval of Surety, to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Engineer may order in writing any extra work which may be deemed necessary in connection with the work. The Engineer may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Engineer and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

1. For work done under "Cost Plus", the compensation shall be as follows:
 - i. Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
 - ii. Actual cost for material used on job.
 - iii. Power operated equipment as set forth in the equipment schedule applying to like jobs.
 - iv. If equipment rental rates are agreed to, no percentage shall be added to these amounts.
 - v. Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

11. CLAIM BY CONTRACTOR FOR EXTRA WORK:

Should the Contractor feel he has an extra payment due him for extra work performed or materials furnished or damages sustained in connection with any unit of the work, he shall present his claim in writing to the Engineer within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Engineer will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Engineer. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

12. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED:

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Engineer.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

13. PROGRESS SCHEDULE:

The Engineer will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. The Town of Hamden reserves the right to withhold periodic payments pending the submission of an updated schedule.

14. WORK AND MATERIALS TO BE OF BEST QUALITY:

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Engineer will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Engineer with copies of delivery slips showing weights and/or volume of materials delivered, if so requested. If requested by the Engineer, the Contractor shall furnish test reports, mill certificates and/or samples for testing by the Engineer.

15. DEFECTIVE WORK:

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. This shall cover any material furnished by the Town which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

16. WORKERS, SUPERVISION, AND MAINTENANCE:

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Engineer shall inform him that any man on the work is in his opinion incompetent or unfaithful, he shall discharge him from the work and shall not again employ him for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.

The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the Town must make arrangements satisfactory to the Engineer for emergency repair work or protection that may be necessary during periods of shutdown of the work. If this is not done, the Engineer will make arrangements and any cost will be deducted from monies due the Contractor.

17. COMPLIANCE WITH LAW:

The Contractor shall keep himself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify the Town of Hamden, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

18. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the Town. Neither shall he nor his men remove anything from any private land without proper written authority. In general, the Contractor shall park his equipment and store his material on the Town property or if approved, within the public street or on the Town right of way.

19. FIRE HYDRANTS:

No material or other obstructions shall be placed within fifteen (15') feet of any fire hydrant which must at all times be readily accessible to the Fire Department. No hydrant shall be opened at any time without permission of the Fire Department.

20. CONVENIENCE OF PUBLIC:

One-way traffic on all streets shall be maintained at all times, except as otherwise approved by the local traffic authority, then detours must be provided. Closing of streets and detours must be approved by the Director of Public Works, the Police Chief and the Fire Chief through the Engineer. Plans identifying signing, detour routes, etc. must be submitted to the Engineer for approval by the Town. The Contractor shall provide all signs, barricades, flashers, batteries, etc. as required by the Town; the cost of which is considered included in the Traffic items of the Bid Proposal.

During the progress of the work the convenience of the public and of the residents along the street must be provided for as far as possible. No Public Street, or sidewalk, or private driveway shall be blocked after completion of the day's work except due to unavoidable circumstances or as authorized by the Engineer.

21. WATER:

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

22. DRINKING WATER AND SANITARY CONVENIENCES:

Drinking water shall be provided from an approved source, kept safe and fresh and served in simple service paper cups. Sanitary conveniences shall be provided for workmen on the project in strict accordance with the health regulations of the Town.

23. OBLIGATION AND LIABILITY OF CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. He shall complete the work to the satisfaction of the Engineer and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by him directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the

Contractor, the Town, and shall indemnify, save harmless and insure the Town, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Engineer, work is not properly lighted, barricaded and in all respects safe, both in respect to the work completed or to public travel or for the workmen and/or adjacent property, public or private, and

circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Engineer may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due him. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Engineer secured. These shall be properly lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Engineer or his agent, does not comply with the above, the Town may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

24. SUBLETTING OR ASSIGNMENT:

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve him or the bonding company of liabilities and obligations to the Town. There is no contractual relationship between any subcontractor and the Town. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the Mayor. Disposal must be for a cause only.

25. WORK AREA:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town , or residents caused by the Contractor in the prosecution of the work.

The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the full satisfaction of the Engineer. Access to the work on easements or right-of-ways shall be from the Town Street directly to the work site; no access will be allowed from private property.

During the work, the Contractor shall not deposit material in such a manner so as to block or interfere with normal traffic and/or vehicles within the travel way. The Contractor shall erect adequate barricades as required to protect vehicles and/or pedestrians from the work area.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain all constructed surfaces (street, driveway, sidewalk, etc.). Settlements shall be repaired to the full satisfaction of the Engineer at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus construction materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site shall be left in a clean condition meeting the full satisfaction of the Engineer.

26. PROGRESS AND FORFEITURE OF CONTRACT:

If at any time the Engineer shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Engineer insure the satisfactory completion of the work, the Engineer may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials after receiving such notice. The Engineer shall notify the Contract Surety, in writing, of his action and the reason(s) for such action. The Engineer shall report his actions to the Town together with the reason(s) for such actions.

The Town shall take such action as it deems necessary to complete the work under the Contract to the Town's satisfaction. The Town may rescind the Engineer's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify or the Town may inform the Contract Surety of its (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the Town complete it. If the Town completes the work, it shall thereupon have the power to direct the Engineer to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise. to the Contract and the expense so charged shall be deducted and paid by the Town out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the Town.

27. STREET AND PRIVATE PROPERTY TO BE LEFT CLEAN, MAINTENANCE OF ROAD SURFACES:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or Private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town or residents along the street caused by the Contractor in the prosecution of the work. The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the satisfaction of the Engineer. Access to the work on easement or right of way shall be from a Town street directly to the work site; no access will be allowed from private property.

During the construction, the Contractor shall not deposit excavated material within the travelway in such a manner so as to block or interfere with the flow of traffic within the travelway. Such excess material shall be trucked to a suitable stockpile or disposal site. The Contractor shall erect such barricades as may be necessary to prevent vehicles from driving over any area, public or private, outside the travel way of the street.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain the street surface. Settled trenches shall be filled and potholes patched with suitable bituminous paving material as a part of the several bid prices for items of the Contract. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

28. EXCAVATION, BACKFILL AND SURFACING:

The term excavation used in the specifications shall mean the removal to line and grade and the satisfactory disposal of all materials encountered and the removal of all obstructions necessary to the preparation of the subgrade of all proposed improvements. All surplus excavated material not re-used in the work shall be the property of the Town of Hamden. The Contractor shall be responsible for hauling such material a one-way maximum distance of five (5) miles to a location determined by the Owner. Any surplus excavated material rejected by the Town shall be legally disposed of off the site by the Contractor. This shall not be considered as an extra but shall be included in the overall bid.

29. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES:

The Town may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Engineer computes such delay has influenced the completion by the Contractor. The Engineer shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the Town, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Engineer who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

30. UTILITIES AND PIPES ENCOUNTERED:

The location of existing structures and pipes if shown on the drawings are in accordance with the best available information in the Town's possession. The completeness and accuracy of said information is not guaranteed and the Contractor shall have no grounds for additional compensation because of their variation or encountering pipes and structures not shown on the drawings.

No borings have been made unless noted on the plans and the Town presents no information concerning soil, groundwater or rock and because of encountered conditions other than shown on the drawings, the Contractor shall have no grounds to claim additional expense due to lack of such information.

If pipes or appurtenances of the Town are encountered, which in the judgment of the Engineer must be moved, then that work shall be done as an extra work order. This extra compensation does not apply to pipes or appurtenances of a utility, which the utility itself moves. If conditions call for relocation; unit prices govern for that work, if applicable, otherwise it shall be under extra work order.

The Contractor shall contact "Call Before You Dig" to have all utilities locate and mark their pipes and structures prior to his beginning work.

No extra will be allowed or paid for except as hereinbefore stated for "Extra Work".

31. STORAGE OF MATERIALS AND EQUIPMENT:

The Contractor shall make arrangements to store his material, vehicles, equipment, etc.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travel way in such a manner so as to block or interfere with the flow of traffic within the travel way.

32. GUARANTEES:

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the Contract. Said one (1) year period shall begin on the date of payment of the semi-final estimate by the Town.

Should the Contractor, during the guarantee period upon notification by the Engineer in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Engineer, action may be taken by the Engineer to have the repairs made either by using the Town's own men and equipment, by force account or cost plus method, or by contract between the Town and a contractor selected by the Town. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor or the Town may call upon the bond Surety to pay said extra cost.

33. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES:

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety to indemnify and save harmless the Town from all suits or actions of any name or description, brought against them or the Town for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

34. PARTIAL PAYMENT ESTIMATES:

Within three (3) days after the end of a month in which substantial work has been performed, the Contractor or the Engineer may prepare an estimate of the work performed to date and the amount of monies due the Contractor for said work. The Engineer shall utilize all available job records in preparing and verifying said estimate including requests for payment by the Contractor. The payment estimate shall be the total number of units of work completed in acceptable manner at the unit price (or % of the lump sum price) stated in the Proposal. Extra work will be computed and paid as stated on the Extra Work Order accepted by the Contractor and approved by the Town. The payment estimate shall be submitted to the Contractor and he shall indicate his acceptance by signing said payment estimate. The payment to the Contractor shall be in the amount of 95% of the estimated amount due, minus previous payments and minus any monies retained by the Town for purposes hereinbefore specified. Payments shall be made to the Contractor as soon as disbursement policies of the Town allow, generally within 30 days of approval of the payment.

All requests for payment must be received by the Engineering Department prior to the 15th of the month. Approved capital payments are processed at the end of the month.

The amount retained shall be held by the Town until final completion of the work. Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Engineer, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work, materials used or furnished until final completion of the entire work contemplated under the Contract.

35. SEMI-FINAL PAYMENT ESTIMATE:

Upon completion of all work under this Contract in acceptable manner, the Engineer will certify to the Contractor in writing completion of the work in conformance with the plans and specifications. The Engineer will then prepare "as built" quantities as measured during and/or upon completion of the work. The semi-final payment shall be in the amount of 95% of the final payment due, minus previous payments and minus any monies retained by the Town as hereinbefore specified under "Partial Payments" above. The 5% retained shall be withheld by the Town for a period of one (1) year following payment of the semi-final payment estimate.

The Performance Bond and Labor and Material Payment Bond shall not be released until final payment and final acceptance of the entire work is made as a guarantee against claims and suits that may be entered against the Town for actions or negligence of the Contractor in the performance of the work. The 5% is retained to guarantee the repairs that may be ordered by the Engineer for defective materials or workmanship during the one (1) year maintenance period. The Town reserves the right to retain in excess of the 5% should it deem additional guarantee necessary for legal claims against the Town resulting from actions under this Contract.

35. FINAL PAYMENT:

At the end of the one (1) year guarantee period, the Engineer shall inspect the work and shall notify the Contractor of any defects not previously rectified. When the whole work is confirmed to be fully complete in conformance with the plans and specifications with no defects, the Engineer shall prepare a final payment, which payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for uncorrected deficiencies, or Payments of claims or damages to others paid by the Town resulting from actions under this Contract. The final payment will not be made until the Town is satisfied that said Town, its agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full.

The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the Town from any claims by him under the Contract. Said final payment will be made to the Contractor as soon thereafter as the disbursement policies of the Town permit. The final payment to the Contractor will constitute final acceptance of the entire work by the Town of Hamden.

A draft final release form is enclosed on the next page.

FINAL PAYMENT RELEASE

PURCHASE ORDER NUMBER: 200XXXXX

CONTRACT NUMBER: 2018-XXX – Contract Name

CONTRACTOR: Contractor's Name

Contractor's Address

Anytown, CT 06010

TOTAL AMOUNT OF WORK DONE: 100%

CONTRACT AMOUNT (including Change Orders) \$total contract

PREVIOUS PAYMENTS \$payments to date

DUE AT THIS TIME (Final Payment) \$remaining monies

The undersigned hereby certifies that he has paid in full or has otherwise satisfied all obligations for all material and equipment furnished, for all work, labor, and services performed, and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract listed above for which the Owner of his property might in any way be held responsible.

The undersigned does hereby by these present for itself, its successors and assigns, its subcontractors, employees, consultants, suppliers, remise, release, and forever discharge the Town of Hamden, its successors or assigns, of any and all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, mechanics lien rights, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity which it has or ought to have or which it ever had or ought to have had, known or unknown, discovered or undiscovered, by reason or any matter, cause or thing whatsoever against the Town of Hamden arising out of or in any connection with or relating to the above listed Contract; and does hereby agree to hold the Town of Hamden harmless from any and all claims and demands of whatever type made or instituted by its subcontractors, employees, consultants, suppliers, material, men, agents, and their respective successors and assigns, with respect to said contract or work performed pursuant thereto.

The undersigned also agrees that the final payment in the amount of CONTRACT DOLLARS and CONTRACT CENTS (\$X,XXX.XX) as detailed above, constitutes complete and final liquidation for work done under CONTRACT 20XX-XXX (Purchase Order No. 200XXXXX).

By: _____ Date: _____

(Title)

COMPANY NAME: _____

COUNTY OF: _____)

STATE OF _____

Personally appeared _____ of said Corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Corporation and of _____ self as the _____ thereof, before me

Notary Public

My Commission Expires: _____

SPECIAL PROVISIONS SECTION 007202

Requirements of Special Provisions shall supersede all other contract provisions, General & Technical Specifications. No separate payment for Special Provisions shall be made unless otherwise noted. All costs associated with implementing or completing the Special Provisions shall be incorporated into payment items in this contract.

1. WORK ORDER STREET LIST

The successful Bidder/Contractor shall begin work within fourteen (14) calendar days after contract signing or opening of paving plants, whichever is greater. Work sites will be assigned by purchase order. All work required for the completion of items identified in the work order assignments are to be completed within thirty (30) calendar days from the date of the issuance of the Purchase Order assigning the work. The initial list provided in the bid are examples of sites to be assigned. The individual streets will be assigned by purchase order. By joint agreement between the Engineer and the Contractor, a later date may be set for beginning work, if such delay is caused beyond the control of the Contractor or the Town.

The Town of Hamden will provide a list of the locations and size of the permanent patches associated with this contract. The preliminary list of the streets can be found attached to the end of the contract. **The Town of Hamden will not pay for the portion of any pavement patch area larger than that of the size included on the work order list unless the contractor is given written authorization from the Town of Hamden, Engineering Department.** An authorization form to allow a larger pavement patch is attached to the end of the contract. **The Town of Hamden reserves the right to modify the pavement patch list during the course of the contract, either up or down.** All additional work orders will also include a list of locations with the quantity of patch work to be completed.

The contractor is to include the actual address of the location (House#/Lot# Street) of the pavement patch on the invoice billed to the Town. The address of each patch is found on the associated work order list provided by the Town. A failure to do so will result in no payment for the said patches.

2. EMERGENCY PAVEMENT PATCH CALLS

The Town of Hamden will give the bid awarded contractor a 24 hour notice of any emergency pavement patch. If the contractor is non-responsive the work will be given to the next low bidder.

The awarded contractor is under no obligation to respond to the emergency work.

3. COMPACTION

All compaction shall be obtained with a roller not less than five (5) tons. Documented proof of the specifications of the roller, to be submitted to the Town of Hamden, Engineering Department, is needed before any work is to be done.

4. INSTALLATION OF PAVEMENT (3" OR 6") ON EXISTING BASE

The contractor shall verify by digging down with a hand shovel that the depth of (3) three inches or (6) six inches of existing base actually exists when utilizing bid item #1 or bid item #3. **Where required, the contractor is responsible for laying 1" to 2" of gravel base material.**

5. SEALING OF TRENCHES

The Town of Hamden will require all permanent patch trenches to be asphalt sealed. Final payment for any trench will not be paid unless the trench is sealed. The trench patch will be included in the bid item unit price of the patch.

6. TECHNICAL SPECIFICATIONS

PROCESS AGGREGATE BASE (FORM 817, SECTION 3.04) AND BANK RUN GRAVEL (FORM 817, SECTION M.02) SHALL COMPLY WITH **CONNECTICUT DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

7. COMPACTION AND SIEVE ANALYSIS

An allowance of \$2,000.00 (Bid Item 5) has been built into the contract for compaction and sieve analysis at the discretion of the Town Engineer. The work will be performed by an independent lab hired by the Town of Hamden.

8. MAINTENANCE AND PROTECTION OF TRAFFIC

All traffic control methods and devices are to be in compliance with the current edition of the Manual of Uniform Traffic Control Devices.

All adjustments to traffic operations are to be coordinated with the Engineering Department and Police Department. The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable Federal, State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the State and Local Regulatory Agencies (including but not limited to the Police, Fire, Ambulance, & Board of Education) at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies. The road may be restricted during the construction period but must be opened at the end of each day. The road must be made passable as soon as possible.

In addition access to emergency vehicles, police, rubbish removal trucks, school buses and mail delivery vehicles must be maintained. The cost associated with this item shall not be paid separately but be included in the bid items.

9. UNIFORMED TRAFFICMEN

The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Engineer may order for the control and direction of vehicular traffic and pedestrians. Unless otherwise required, traffic men shall be off duty Town of Hamden Policemen who shall be paid at the rate stipulated in their union contract with the Town of Hamden. The rate shall include all compensation insurance, benefits and any other cost of liability incidental to the furnishing of the traffic men ordered. Contractor shall be aware that traffic control is to provide public safety and not to facilitate construction activities by the contractor.

If a uniformed officer is not available or does not arrive at the project site on schedule the contractor shall provide a trained flagman to provide traffic control. The Town will reimburse the cost of the flagman, however, no compensation for lost time or work will be provided. The Contractor shall be reimbursed his actual hourly cost as shown on the certified payrolls. The hourly reimbursement paid by the Town shall not be more than the hourly cost of a Hamden Police Officer.

If the Contractor utilizes uniformed traffic men, the amount of hours to be paid by the Town shall be as determined by the Engineer and Construction Inspector. The amount of hours to be reimbursed by the Town to the Contractor for uniformed traffic men shall be rectified on a daily basis with the Construction Inspector and/or Engineer. The Contractor shall be reimbursed only for actual hours an individual conducts traffic control duty. If the individual is providing other services to the Contractor not associated with traffic duty, that time shall not be eligible for reimbursement by the Town.

10. REFERENCED SECTIONS

All sections referenced in the specifications not otherwise shown in these specifications shall comply with the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 817 as amended.

11. MAIL DELIVERY AND REFUSE COLLECTION

The Contractor shall take special care to ensure/allow mail delivery and refuse collection services to continue uninterrupted during the construction period. Therefore, the roadway must remain open and passable during construction, except as defined elsewhere in this contract. The Contractor shall be responsible for notifying the United States Postal Service and the refuse collector at least 48 hours prior to any period where mail delivery and refuse collection will be in question.

12. SHOP DRAWINGS

Shop drawings shall be submitted for all materials to be utilized on the project. All shop drawings shall be provided at least two weeks prior to the start of work. The Town of Hamden will require shop drawings for process gravel and the five (5) ton roller.

13. PERMITS

Town of Hamden road opening permits will be waived for this contract. State of Connecticut road opening permits are the responsibility of the Contractor.

MEASUREMENT AND PAYMENT - SECTION 013300

1. FOUR (4") INCH COMPACTED THICKNESS TWO COURSE BITUMINOUS CONCRETE PAVEMENT CONSTRUCTED ON EXISTING BASE

The quantity of pavement to be paid for will be the actual number of square feet of "Four (4") Inch Compacted Thickness Two Course Bituminous Concrete Pavement Constructed On Existing Base" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of "Four (4") Inch Compacted Thickness Two Course Bituminous Concrete Pavement Constructed On Existing Base" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing pavement for new pavement installation; The Unit cost shall include fine grading the existing gravel base, supplying and installing two (2) inches of new processed gravel base (if required) and compacting the existing/new processed gravel base; a four (4") inch thick, after compaction, class 2 bituminous concrete surface; edge sealing; compaction; finishing; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

2. FOUR (4") INCH COMPACTED THICKNESS TWO COURSE BITUMINOUS CONCRETE PAVEMENT

The quantity of pavement/driveway apron to be paid for will be the actual number of square feet of "Four (4") Inch Compacted Thickness Two Course Bituminous Concrete Pavement" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of "Four (4") Inch Compacted Thickness Two Course Bituminous Concrete Pavement" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing pavement/driveway apron and/or unclassified excavation (to subgrade, 0' to 2' deep) for new pavement/curbing pad/driveway apron installation; placement and compaction of suitable fill material (to subgrade); formation of subgrade; saw cutting; fill; disposal; eight (8") inch compacted thickness bank run gravel subbase; six (6") inch compacted thickness processed gravel base; a three (3") inch thick, after compaction, class 2 bituminous concrete surface; edge sealing; compaction; finishing; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

013300-2

3. TWO (2") INCH BITUMINOUS CONCRETE DRIVEWAY CONSTRUCTED ON EXISTING BASE

The quantity of driveway/sidewalk to be paid for will be the actual number of square feet of "Two (2") Inch Compacted Thickness Bituminous Concrete Driveway Constructed On Existing Base" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of "Two (2") Inch Compacted Thickness Bituminous Concrete Driveway Constructed On Existing Base" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing pavement/driveway for new pavement/driveway/sidewalk installation; **The Unit cost shall include fine grading the existing gravel base, supplying and installing two (2) inches of new processed gravel base (if required) and compacting the existing/new processed gravel base;** saw cutting; fill; disposal;; a two (2") inch thick, after compaction, class 2 bituminous concrete surface; edge sealing; compaction; finishing; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

4. TWO (2") INCH COMPACTED DRIVEWAY APRONS CONSTRUCTED ON EXISTING BASE

The quantity of driveway apron to be paid for will be the actual number of square feet of "Two (2") Inch Compacted Driveway Apron Constructed on Existing Base" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of " Two (2") Inch Compacted Driveway Apron Constructed on Existing Base" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing driveway apron; formation of subgrade; saw cutting; fill; disposal; finishing; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice.

5. SIX (6") INCH HIGH BITUMINOUS CONCRETE LIP CURBING

The quantity of bituminous concrete lip curbing to be paid for will be the actual number of linear feet of "Six (6") Inch High Bituminous Concrete Lip Curbing" installed, as measured along the top of the curb; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per linear foot of "Six (6") High Bituminous Concrete Lip Curbing" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing curbing and/or unclassified excavation (to subgrade, 0' to 2' deep) for new curbing installation; placement and compaction of suitable fill material (to subgrade); formation of subgrade; saw cutting; fill; disposal; all bituminous materials; 013300-3 bituminous tacking; cutting; trimming; compaction; finishing; backfill; drainage openings; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

6. LOAM, FERTILIZING, AND SEEDING

The quantity of loam, fertilizing, and seeding to be paid for will be the actual number of square yard of "Loam, Fertilizing, and Seeding", of the thickness specified, installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square yard of "Loam, Fertilizing, and Seeding" and shall be full compensation for all labor; equipment; tools; materials; removal of existing topsoil and/or unclassified excavation (to subgrade, 0' to 2' deep) for placement of new loam; placement and compaction of suitable fill material (to subgrade); formation of subgrade; fill; four (4") inch thick layer of loam; spreading of loam; preparation of seed bed; fertilizing; seeding; mulch; maintenance; compaction; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

7. TEMPORARY RE-PATCH TRENCHES

The quantity of Re-patch Trench to be paid for will be the actual number of square feet of "Temporary Re-patch Trench" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of "Temporary Re-patch Trench" and shall be full compensation for furnishing all labor; equipment; tools; materials; unclassified excavation (to subgrade, 3' Deep) for new pavement/curbing pad/driveway apron installation; placement and compaction of suitable fill material (to subgrade); formation of subgrade; saw cutting; fill; disposal; twenty-seven (27") inch compacted thickness bank run gravel subbase; six (6") inch compacted thickness processed gravel base; a two (2") inch thick, after compaction, class 2 bituminous concrete surface; edge sealing; compaction; finishing; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

8. MILL 2" BITUMINOUS CONCRETE PAVEMENT

The quantity of Milled Trenches to be paid for will be the actual number of square feet of "Mill Trench" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Payment for this item will be at the Contract Unit Price stated in the Proposal per square foot of "Mill Trench" and shall be full compensation for furnishing all labor; equipment; tools; materials; removal of existing patch, unclassified milling (to subgrade, 2" Deep) for new pavement installation; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

9. COMPACTION AND SIEVE ANALYSIS

Contractor shall be responsible for the coordination of the compaction and sieve analyses as requested by the Town of Hamden. The Contractor shall pay for said costs at its expense and shall be reimbursed directly by the Town for said amount with overhead and profit not applicable for said costs.

10. UNIFORMED POLICE OFFICER

The quantity of Uniformed Police Officer item to be paid for will be a direct pass through cost for payment to cover the hourly cost for the control of traffic; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Police Department and the Engineer. Payment for this item will be an allowance for payment of the direct bills. The Contractor is responsible for arranging all police officers on the site. The Contractor shall pay for said costs at its expense and shall be reimbursed directly by the Town for said amount with overhead and profit not applicable for said costs. Copies of the bill and check paying said bill are required for application of payment.

11. EPOXY PAVEMENT MARKINGS

The quantity of Epoxy Pavement Markings to be paid for will be the actual number of linear feet of "Epoxy Pavement Markings" installed; complete in place; in accordance with the Contract Specifications, and Details; and/or as ordered by the Engineer. Measurement shall be based on each of the lines of painting required. The basis of payment will be a 4" line. If stop bars are encountered, the stop bar will be measured in equivalent 4" lines. Painting may be hand or machine placed and must comply with the current CTDOT standards. Symbols and Legends are to be measured for payment at cost plus 20% for overhead and profit and listed under a separate item on a case by case basis.

Payment for this item will be at the Contract Unit Price stated in the Proposal per linear feet of epoxy painted markings and shall be full compensation for furnishing all labor; equipment; tools; materials; 4" yellow or white single or double long line painting; and incidentals thereto necessary for completing this work in accordance with the Contract Specifications; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.

CHANGES TO ALL TECHNICAL SECTIONS

Definitions:

“Engineer” – Shall refer to the Town of Hamden Town Engineer or designee

“State of Connecticut” or “Department of Transportation” shall be changed to Town of Hamden when referring to the owner or administrator of the Contract. When used in reference to a code or regulation, the meaning shall remain.

X.XX.01 DESCRIPTION:

This item shall consist of specified item constructed in the locations and to the dimensions and details as shown on the contract plans or as directed by the Engineer, all in accordance with these specifications.

X.XX.02 MATERIALS:

Materials shall conform to the applicable sections of the State of Connecticut DOT Standard Specifications for Roads, Bridges and Incidental Construction Form 817.

X.XX.03 CONSTRUCTION METHODS:

Construction methods to be used in the construction shall be those indicated on the plans or directed by the Engineer, and shall conform to applicable sections of the State of Connecticut DOT Standard Specifications for Roads, Bridges and Incidental Construction Form 817.

X.XX.04 METHOD OF MEASUREMENT:

This work will be measured for payment as the actual number of units of the specified item as outlined in the Measurement and Payment Section as completed and accepted by the Engineer.

X.XX.05 BASIS OF PAYMENT:

Payment for this work will be made at the contract unit price for the specified unit of measurement or Lump Sum quantity complete in place, which price shall include all materials, equipment, tools and labor incidentals thereto.

SECTION 9.22A
BITUMINOUS CONCRETE PERMANENT PAVEMENT REPLACEMENT

9.22A.01 Description:

Where directed by the Engineer, temporary pavement shall be removed and replaced by permanent pavement, in accordance with the drawing entitled "Bituminous Concrete Permanent Pavement Replacement," this specification, and as directed by the Engineer.

9.22A.02 Materials:

Materials for this work shall conform to the following sections of the State of Connecticut DOT Standard Specifications for Roads, Bridges and Incidental Construction Form 817:

- Processed Aggregate Base – Section M.05
- Bituminous Concrete – Section M.04
- Tack Coat – Section M.04.01(4)(c)
- Painted Pavement Markings – Section 12.09.02
- Epoxy Resin Pavement Markings – Section 12.10.02

9.22A.03 Construction Methods:

Methods for this work shall conform to the following sections of the State of Connecticut DOT Standard Specifications for Roads, Bridges and Incidental Construction Form 817:

- Processed Aggregate Base – Section 3.04.03
- Bituminous Concrete – Section 4.06.03
- Tack Coat – Section 4.06.03(4)
- Painted Pavement Markings – Section 12.09.03
- Epoxy Resin Pavement Markings – Section 12.10.03

9.22A.04 Method of Measurements:

This work will be measured for payment by the actual number of square feet of permanent pavement repair completed and accepted in place by the Engineer.

9.22A.05 Basis of Payment:

This work will be paid for at the contract unit price per square foot for "Bituminous Concrete Permanent Pavement Replacement," complete in place, which price shall include all: saw cutting; excavation, removal and disposal of temporary pavement and other surplus material; furnishing, placing, shaping and compacting processed aggregate base material; furnishing and applying tack coat; furnishing, placing, shaping and compacting bituminous concrete; site restoration, including pavement markings; and all equipment, tools, labor and materials incidental thereto.

<u>Pay Item</u>	<u>Pay Unit</u>
Bituminous Concrete Permanent Pavement Replacement	SF

SECTION 9.70

TOWN POLICE OFFICER TRAFFIC CONTROL

9.70.01 DESCRIPTION:

In accordance with Town of Hamden Ordinances, the Contractor shall furnish uniformed police officers to direct traffic at all locations that the proper officials, including, but not limited to, the Town of Hamden Chief of Police, may deem necessary. This item shall include the scheduling, coordinating, and hiring of Town of Hamden Police Officers to provide required traffic control.

9.70.02 MATERIALS:

Not applicable.

9.70.03 CONSTRUCTION METHODS:

Not applicable.

9.70.04 METHOD OF MEASUREMENT:

The method of measurement for payment under this item shall be determined by the actual number of man-hours spent by the uniformed policemen in directing and maintaining traffic in the areas of construction.

9.70.05 BASIS OF PAYMENT:

The estimated sum shown in the itemized bid form shall be considered the bid price even though payment shall be made as described below. **THIS IS NOT A LUMP SUM ITEM.**

Officers will be paid for at the actual hourly rate charged (an additional per hour charge applies if a police vehicle is supplied). The Contractor shall contact the Special Duty Assignment Officer at (203) 230-4038. The Contractor shall be reimbursed based upon receipted bills from the Police Department, with said payment deducted from the Estimated Dollar Amount shown on the Bid Form. In addition, all the Officer's daily signed reports shall be provided for comparison to the receipted police bills. This is a direct pass through cost with no mark up.

The Contractor shall be aware that officers receive a minimum hours, and are reimbursed at "time and a half" after an eight hour day and "double time" on holidays. **Any and all costs associated with hiring officers beyond an eight hour day or on weekends or holidays shall be borne by the Contractor. Exceptions to this may be made at the sole discretion of the Engineer.**

Attention is called to the fact that any traffic control supplied by the Contractor under "Maintenance and Protection of Traffic" will not be considered for payment under "Town Police Officer Traffic Control", or elsewhere. Such costs shall be included in the contract unit prices for the other items of work.

Payment for "Town Police Officer Traffic Control" as stated above shall include, but not be limited to, the costs of all equipment, labor, and insurance necessary to perform the work.

Please be aware that according to Town regulations, the Contractor is required to pay the invoice for the officers then the reimbursement will be paid by the town.

SECTION 9.71
MAINTENANCE AND PROTECTION
OF TRAFFIC

9.71.01 DESCRIPTION:

- (A) The Contractor shall keep all existing streets and sidewalks open to vehicular and pedestrian traffic for the full length and duration of the project and shall provide a sufficient number of travel lanes and pedestrian pass ways to accommodate traffic ordinarily using the street and sidewalks. The Contractor shall maintain and protect traffic in accordance with the current edition of "The Manual on Uniform Traffic Control Devices (MUTCD), Part VI". The portions of streets over which traffic is maintained shall be kept in such condition that traffic will be safely and adequately accommodated. Sidewalks are to be kept free of excavated materials, tool, machinery and other subjects that will impede or endanger pedestrian traffic. Suitable ingress and egress provisions shall be made for abutting owners and tenants at all times.
- (B) The Contractor shall furnish, erect, light and maintain such signs, cones, barricades, barrels, flashers and warning lights as needed or directed by the Engineer, for the regulation and protection of traffic and pedestrians. Such signs, cones, barricades, barrels, flashers, and warning lights shall be used to safely and adequately keep pedestrians, including handicapped persons, and vehicles from equipment, materials, obstacles, excavations, and newly constructed structures. Flagmen shall be provided for the regulation and protection of traffic or pedestrians, as needed or directed.

9.71.02 MATERIALS:

All signs, barricades, drums, cones, delineators, flashers, warning lights and other devices used for the maintenance and protection of traffic shall conform to the standards of the American Traffic Safety Services Association.

9.71.03 CONSTRUCTION METHODS:

Not Applicable.

9.71.04 METHOD OF MEASUREMENT:

This item will not be measured for payment.

9.71.05 BASIS OF PAYMENT:

When no item for "Maintenance and Protection of Traffic" appears in the bid form, the cost of the work described above shall be included in the general cost of the contract, with no direct payment for the work.

TECHNICAL SPECIFICATIONS – 12101XX EPOXY RESIN PAVEMENT MARKINGS – FURNISH & APPLICATION

Description: This item shall consist of furnishing and installing lead-free and chromium-free retro-reflective white and yellow epoxy resin pavement markings, symbols and legends of the dimensions and color required in conformity with these specifications and as directed by the Engineer. Also included are any requirements for Maintenance and Protection of Traffic including construction signs, traffic cones and other devices detailed in the traffic control specifications.

Materials: Materials for this work shall conform to the requirements and latest revisions of Form 817 Article M.07.22 which is attached to these specifications.

Construction Methods

- 1. Equipment:** Equipment furnished shall include an applicator truck of adequate size and power, together with (a) remote application equipment designed to apply an epoxy resin material in a continuous pattern and (b) portable glass bead applicators, one (1) for each size bead, designed to provide uniform and complete coverage of the epoxy binder by a controlled free-fall method. Pressurized glass bead application shall not be used. Before epoxy color is changed, equipment shall be cleaned out sufficiently to ensure that the color of material applied will be correct. Each vehicle furnished shall include at least one (1) experienced operator, who shall be fully knowledgeable about all equipment operations and application techniques. The Contractor shall also furnish one (1) technical expert, who shall be fully knowledgeable about all equipment operations and application techniques, to oversee the project operation. Storage of equipment and materials shall be provided by the Contractor. At the Contractor's request and risk, permission may be granted for outdoor storage of its equipment and materials at a Town of Hamden facility. Material Safety Data Sheets (MSDS) shall be provided by the Contractor when such storage is allowed. The Contractor shall be liable for cleanup and disposal of any material that has been stored at a Town of Hamden facility. If there is a spill that required the services of a hazardous waste Contractor, the awarded Contractor shall be liable for all costs incurred.
- 2. Procedures:** Operations shall be conducted only when the road surface temperature is at least 40°F or as allowed by the Engineer. They shall be discontinued during period of rain, and shall not continue until the Engineer determines that the pavement surface is dry enough to achieve adhesion. When stencils are used during the application of epoxy markings, care shall be used when removing the stencils so that the epoxy resin does not drip on the road, sidewalk, grass, etc., and so that the applied marking have edges which are clean, straight and neat. Tolerance of 0.25 inch under or 0.25 inch over the specified width shall be allowed for striping provided the variation is gradual and does not detract from the general appearance. Apply epoxy uniformly to the surface to be marked to ensure a wet film thickness of the applied epoxy (without

glass beads) of 20 mils +/- 1 mil (500 um +/- 25 um). The Contractor shall not apply a third coating over existing epoxy resin pavement markings unless permitted by the Engineer. Alignment deviations from the control guide shall not exceed 2 inches provided the variation is gradual and does not detract from the general appearance. Material shall not be applied over a longitudinal joint. Establishment of application tolerances shall not relieve the Contractor of the responsibility to comply as closely as practicable with the planned dimensions. Epoxy resin pavement markings may be applied over existing painted markings provided they are sufficiently worn to allow adequate adhesion. If required by the Engineer, existing plastic, thermoplastic, epoxy or freshly painted markings shall be removed prior to the application of epoxy markings. Payment for removal will be made under the item "Removal of Pavement Markings." Traffic cones or some other acceptable method shall be used to protect the pavement markings until cured. Time to No-Track: The material shall be in "no-tracking" condition within fifteen (15) minutes, or as allowed by the Engineer. The no-tracking time shall be determined by passing over the line with a passenger car or pickup truck in the simulated passing maneuver. A marking showing no visual deposition of the material to the pavement surface when viewed from a distance of 50 feet shall be considered as showing "no-tracking" and conforming to this requirement for time to no-track.

- a. Pavement Markings (Long lane lines, etc):** Glass beads conforming to the requirements of Grading "B" (larger beads) shall be applied at a rate of 12 pounds per gallon (1.44 kilograms/liter) of epoxy pavement marking material, immediately followed by a second drop of glass beads conforming to the requirements of Grading "A" (smaller beads) applied at a rate of 13 pounds per gallon (1.55 kilograms/liter) of epoxy pavement marking material.
 - b. Symbols and legends (Crosswalks, Stop Bars, Turning Arrows, etc.):** Only glass beads conforming to the requirements of Grading "A" (smaller beads) shall be applied at a rate of 25 pounds per gallon (3.0 kilograms/liter) of epoxy resin pavement marking symbols and legends material.
- 3. Initial Performance and Warranty:** In order to be acceptable, the applied markings shall meet the following minimum retro-reflectivity reading as measured using an LTL 2000 Retrometer with 30-meter geometry three (3) to twenty-eight (28) days after installation:
 - a. Long lines (edge lines & center lane lines)**
 - i. White Epoxy:** shall measure to a minimum of 250 milli-candelas per square foot per foot candle.
 - ii. Yellow Epoxy:** shall measure to a minimum of 175 milli-candelas per square foot per foot candle.

b. Symbols & Legends

- i. **White Epoxy:** shall measure to a minimum of 250 milli-candelas per square foot per foot candle. At the discretion of the Engineer, the Contractor shall replace, at its expense, such amount of markings that fail the minimum value for retro-reflectivity. The Engineer will indicate the areas and lines to be replaced to meet the above stated minimums. Replacement under either situation shall include all materials, equipment, labor and work incidental thereto.

4. Warranty: The Contractor shall warrant for a period of one (1) year the retro-reflectivity and serviceability, as stated herein. The installed material shall show no fading, lifting, shrinking, tearing, rollback, distortion or chipping due to vehicular traffic or normal maintenance activities including snow removal operations. The installed materials shall also meet the minimum value for retro-reflectivity. Although some wear and fading is expected, the markings shall not wear out for the period and percentage level indicated below.

5. Measurement at one (1) year after installation

- a. **Retro-reflectivity:** The epoxy resin pavement markings shall be warranted to retain a minimum retro-reflective value of 150 milli-candelas per foot per square foot for white and yellow after one (1) year of installation. The measurements shall be made utilizing an LTL 2000 Retrometer with 30-meter geometry.
- b. **Serviceability:** Determination of percentages of serviceability and minimum retro-reflective values will be made jointly at the end of one (1) year by the Contractor's representative and by the Engineer. Epoxy resin pavement markings shall retain a minimum of 95% linear feet. The decision of the Engineer shall be final. The term "percentage of serviceability" shall be defined as follows: The percentage of serviceability of the markings shall apply to the total square feet for Symbols and Legends measured on the project for payment. The Contractor shall replace, at its expense, such amount of markings, if any, required to meet the above stated percentage. The Engineer will indicate the areas and lines to be replaced to meet the above stated percentages. The Contractor shall also replace those markings that fail the minimum value for retro-reflectivity. Replacement under either situation shall include all materials, equipment, labor and work incidental thereto. The Contractor shall provide to the Client Agency, at no extra cost, any manufacturer's warranties or guarantees that exceed the minimum requirements stated previously, that are normally provided by the manufacturer. These written warranties shall be provided when the documentation for the product is provided. These warranties will be retained by Town of Hamden.

Measurement and Payment Items:

1. Method of Measurement: Epoxy Resin Pavement Markings

This work will be measured for payment by a four-inch equivalent to the actual number of linear feet of Epoxy Resin Pavement Markings installed on the pavement and accepted. Measurement for the application of pavement markings with a specified line width greater than the basic 4 inches will be made by the following method:

$$\text{FOUR-INCH EQUIVALENT} = \frac{\text{SPECIFIED WIDTH OF LINE (INCHES)} \times \text{LINEAR FEET}}{4 \text{ (INCHES)}}$$

For stop lines, arrows, symbols and legends, the actual measured calculated square footage installed on the pavement and accepted.

1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS
1210103	6" WHITE EPOXY RESIN PAVEMENT MARKINGS
1210104	8" WHITE EPOXY RESIN PAVEMENT MARKINGS
1210105	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS
1210106	12" WHITE EPOXY RESIN PAVEMENT MARKINGS
1210107	8" YELLOW EPOXY RESIN PAVEMENT MARKINGS
1210110	4" WHITE TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210111	4" YELLOW TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210112	12" WHITE TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210113	6" WHITE TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210114	6" YELLOW TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210115	8" WHITE TYPE I EPOXY RESIN PAVEMENT MARKINGS
1210116	8" YELLOW TYPE 1 EPOXY RESIN PAVEMENT MARKINGS
1210117	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS AND LEGEND TYPE III
1210118	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS AND LEGEND
1210120	6" BLACK EPOXY RESIN PAVEMENT MARKINGS
1210121	8" BLACK EPOXY RESIN PAVEMENT MARKINGS
1210122	BLACK EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS

2. Limitation of Operations: In order to provide for traffic operations as outlined in the "Maintenance and Protection of Traffic", the Contractor will not be permitted to perform any operations during the periods listed below without the expressed permission of the District Maintenance Director. On Monday through Friday between 6:00 AM and 8:00 PM, On Saturday, Sunday and the following State observed legal holidays:

New Year's Day*
Good Friday***
Memorial Day*
Independence Day*
Labor Day*
Columbus Day
Thanksgiving Day**
Christmas Day*

A holiday marked with an * also designates the following restrictions:

- On the day before and the day after any of the above legal holidays.
- On the Friday, Saturday and Sunday immediately preceding any of the above holidays celebrated on a Monday.
- On the Saturday, Sunday and Monday immediately following any of the above holidays celebrated on a Friday.
- **From 6:00 AM the Wednesday before the holiday to 8:00 PM the Monday after the holiday.
- ***From 6:00 PM the Thursday before the holiday to 8:00 PM the Monday after the holiday.

In addition to the above limitations, the Contractor shall not be allowed to perform any work that will interfere with existing traffic operations on Limited Access Highways, Interstates and Non-Interstate Roadways on all weekends commencing at 12:01 PM Friday and ending at 12:01 AM Monday. This limitation shall apply to all weekends between Memorial Day and Labor Day.

3. Maintenance and Protection of Traffic:

Except for the services of Uniformed Police Officers and Uniformed Flaggers utilized during the Maintenance and Protection of Traffic Operations, work under this item will not be measured for payment and shall be included in the cost of the epoxy pavement markings. Traffic control for this moving operation shall take the form of two (2) or more vehicles spaced out behind the marking machine. Two (2) of these vehicles shall be equipped with one (1) large electrified flashing double arrow sign each. These signs shall be so positioned on the vehicle as to be clearly visible both during the daytime and nighttime hours to afford adequate warning to vehicles approaching the operation from the rear. These arrows shall be so constructed as to be capable of directing traffic approaching traffic from the rear, to proceed either to the left or right or both, as required by the type of operation. The rear trailing arrow vehicle shall be equipped with a sign having a legend indicating that a "Slow Moving Painting Operation" is directly ahead. This sign shall have letters of at least 12" in height. All operations shall be performed in accordance with any applicable ConnDOT's Signing Patterns Plans #20, #21, #22, #23 and #24. When directed by the Engineer, the Contractor may be required to utilize the services of a State Police Officer(s), Uniformed Police Officer(s) or Uniformed Flaggers during Maintenance and Protection of Traffic Operations. During marking operations, the (2) two-way traffic shall be maintained on a two (2) lane highway. The Contractor is required to have vehicles equipped with crash attenuation devices as shown on the signing pattern.

a. Regulatory Signing

Fines Doubled signs and End Road Work signs will be included in the signing pattern in accordance with the attached traffic plans.

- i.** Moving patterns on expressways (Traffic Control Plans 20, 21, 22 and 23) will require the Fines Doubled sign on Vehicle No. 2 and an End Road Work sign on Vehicle No. 5.
- ii.** Moving patterns on two-lane roads will have the Fines Doubled sign on Vehicle No. 2 and the End Road Work sign on Vehicle No. 4. The signs will be mounted so that they are visible to traffic moving in the direction of travel approaching from the rear.

b. Flashing Arrow:

The flashing arrow shall conform to the requirements of Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), Advance Warning Flashing Sequencing Arrow Panels, Type C. The panel shall have the capability of both sequential and flashing operations. The bottom of the panel shall not be less than 7 feet above the pavement. Lamp voltage shall be automatically dimmed by 50% percent for nighttime use.

The Contractor shall furnish, place, operate, and maintain the sign as required. Any signs that are missing, damaged, defaced, or improperly functioning so that they are not effective, as determined by the Engineer and in accordance with the American Traffic Safety Services Association (ATSSA) guidelines contained in "Quality Standards for Work Zone Traffic Control

Devices," shall be replaced by the Contractor at no cost to the Client Agency. These arrows shall be so constructed as to be capable of directing traffic to proceed either to the right, left or both, as required by the operation. The rear trailing arrow vehicle shall also be equipped with a sign, with lettering of at least 12 inches in height, indicating "SLOW MOVING PAINTING OPERATION".

All operations shall be performed in accordance with the attached Town of Hamden's Signing Pattern Plans.

The Contractor is required to have the vehicles equipped with portable impact attenuation devices as shown on the signing patterns. These attenuation systems shall meet the following requirements:

c. Type D Portable Impact Attenuation System (TMA)

Prior to using a new TMA, the Contractor shall submit to the Engineer a materials certificate in accordance with Article 1.06.07 for each system supplied and a copy of the U.S. Department of Transportation of Transportation Federal Highway Administration (FHWA) Letter of Acceptance issued to the manufacturer documenting that the device conforms to National Cooperative Highway Research Program (NCHRP) Report 350 (TL-3).

If the system is not furnished new, the Contractor shall document and demonstrate to the Engineer's satisfaction that the system conforms to the requirements of a new system, or NCHRP Report 230 or NCHRP 350 (TL-2) and may be used until the end of the attenuation device's useful service life.

The attenuation device shall be mounted on a truck or service vehicle similar in size and weight to the truck that was used in the crash testing that was submitted and approved by the FHWA. In addition, the truck shall have a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer's recommendations. Any ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle shall be anchored so that it will be retained on the vehicle during an impact. The truck shall be equipped with an internally illuminated flashing arrow visible from the rear. The bottom of the illuminated arrow sign shall be installed a minimum of seven 7 feet above the ground. The illuminated arrow shall conform to the requirements of FORM 817 Section 11.30.

The truck shall be equipped with a minimum of two (2) amber strobe type flashers mounted above the internally illuminated flashing arrow.

The TMA unit shall have a chevron pattern that covers the rear face of the unit. The standard chevron pattern shall consist of stripes, alternating non-reflective black and Type III retroreflective yellow sheeting, slanted at 45° degrees in an inverted "V" pattern, centered on the rear of the unit. The width of the stripes shall be between 4 to 8 inches.

The Contractor shall maintain each TMA in a fully operable condition at all times. Any TMA that is not fully functional will not be permitted at the Project site. Use of the TMA as a shadow protection vehicle for mobile or stop and go operations shall be under the control of the Engineer at all times, and in conformance with the following:

- The TMA shall be positioned so that approaching traffic does not reach or overtake any object before passing the TMA.
- Each TMA in use shall be positioned between 50 feet and 200 feet from the rear of the next vehicle in the mobile array when the array is in a stopped position. When the array is in motion, the maximum distance between vehicles may extend to 500 feet, depending on the type and speed of the operation, road conditions, traffic volumes, etc.
- Each TMA in use shall have an assigned driver, who shall remain in the service vehicle at all times that the portable impact attenuation system is in use.

d. Regulatory Signing

Fines Doubled and End Road Work signs will be included in accordance with the attached traffic plans. Moving patterns used on expressways (Traffic Control Plans #20, #21, #22, #23 and #24) require that the Fines Doubled sign on vehicle No. 2 and the End Road Work Sign on vehicle No. 5.

e. Traffic Control Personnel (Uniformed Police, Uniformed Flagger)

Description: Under this item the Contractor may be required to provide the services of Town of Hamden Police Officers, Uniformed Police Officers and Uniformed Flaggers for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic Control Personnel requested solely for the Contractor's operational needs will not be approved for payment.

The payment for Town of Hamden Police utilized solely by the Contractor for its convenience and not approved by the Engineer is the responsibility of the Contractor. Please see the Uniformed Police Officers item for further information included under this Contract.

f. Construction Method: On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the upcoming week including the number of Traffic Control Personnel being requested. The Engineer shall review the upcoming schedule and approve the type and number of Traffic Control Personnel being requested.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Traffic Control Personnel, and such Traffic Control Personnel services are no longer required, the Contractor will be responsible for payment at no cost to Town of Hamden of any show-up cost for any Traffic Control Personnel not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Contractor is not to direct Traffic Control Personnel assigned to a work site. Traffic Control Personnel are only to take direction from the Engineer.

Traffic Control Personnel shall wear a high visibility safety garment that complies with Occupational Safety and Health Administration (OSHA), MUTCD, American Society of Testing and Materials (ASTM) Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the Client Agency.

Traffic Control Personnel shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring Traffic Control Personnel to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Prior to the start of operations on the project requiring the use of Traffic Control Personnel, a meeting will be held with the Contractor, Traffic Control Personnel, and Engineer to review the Traffic Control Personnel operations, lines of responsibility, and operating guidelines which will be used on the project.

- Uniformed Police Officers shall be sworn Police Officers who perform criminal law enforcement duties from the Municipality in which the project is located. If their services will also include an official police vehicle, an additional charge will be applied. Uniformed Police Officers will be used on nonlimited access highways. If Uniformed Police Officers are unavailable, other Traffic Control Personnel may be used when authorized in writing by the Engineer. Uniformed Police Officers and requested police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

g. Method of Measurement: Services of Traffic Control Personnel-Uniformed Police Officer and Traffic Control Personnel-Uniformed Flagger will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include only such Traffic Control Personnel employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

The services of Uniformed Police Officers will be measured for payment under other portions of this Contract. Payment for Uniformed Police Officers utilized by the Contractor for its convenience, not approved by the Engineer, is the responsibility of the Contractor.

Travel time and mileage fees associated with Traffic Control Personnel services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

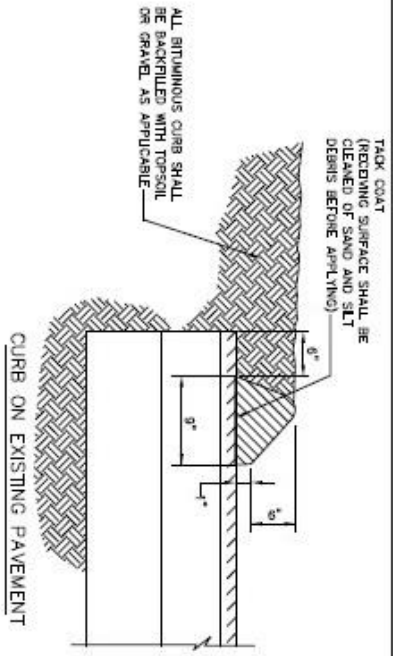
h. Basis of Payment: This work shall be paid at a per hour rate under the Contract unit price for "Traffic Control Personnel-(Uniformed Police Officer) and Traffic Control Personnel-(Uniformed Flagger)", which price shall include the Uniformed Police Officer, the official police vehicle and all incidental costs.

4. Storage Of Equipment And Material

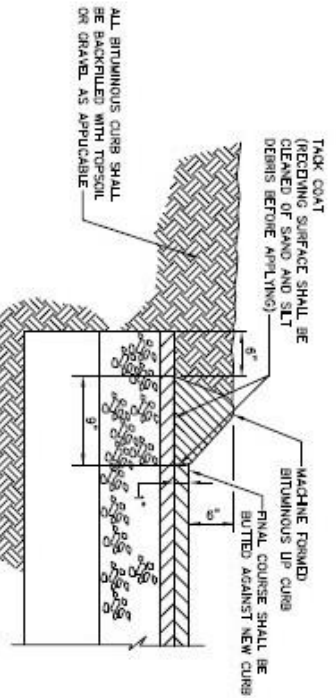
Storage of equipment and/or materials shall be provided by the Contractor. At the Contractor's request and at the Contractor's risk, permission may be granted for outdoor storage of his equipment and/or materials at a Town of Hamden facility. Material Safety Data Sheets (MSDS) shall be provided by the Contractor to Town of Hamden when materials are stored at the Client Agency facility. The Contractor shall be liable for cleanup and disposal of any material that he has stored at the facility. If there's a spill which requires a hazardous waste Contractor, the awarded Contractor will be liable for all costs incurred.

TOWN OF HAMDEN
ENGINEERING DEPARTMENT

DATE: 1/15/2018
DRAWN BY: J. HANSEN
PROJECT: HAMDEN-02R



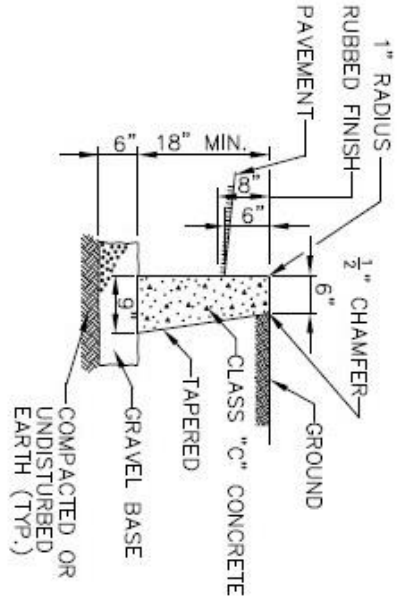
CURB ON EXISTING PAVEMENT



CURB ON NEW PAVEMENT

BITUMINOUS CONCRETE LIP CURBING
NOT TO SCALE

NOTE:
TO BE USED ONLY IN AREAS AS APPROVED BY THE TOWN ENGINEER.

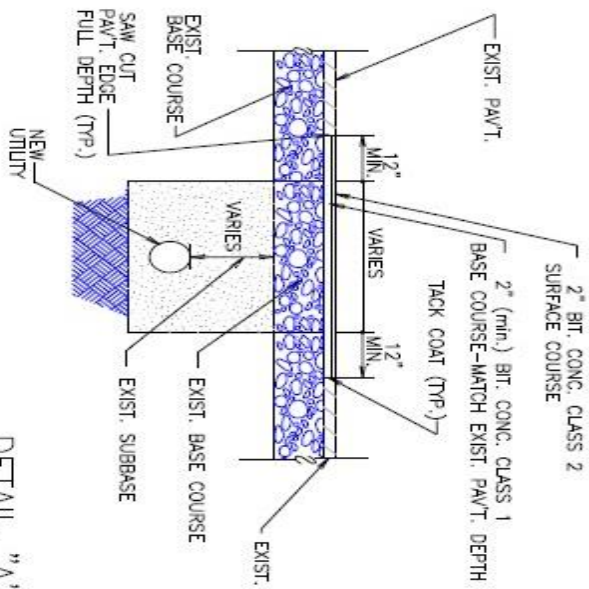


CONCRETE CURB DETAIL
CAST IN PLACE
NOT TO SCALE

CURB DETAILS

TOWN OF HAMDEN
ENGINEERING DEPARTMENT

DATE: 12/10/2010
PROJECT: 08-0000
DRAWING: 14.2010
SHEET NO.:
HAMDEN-36



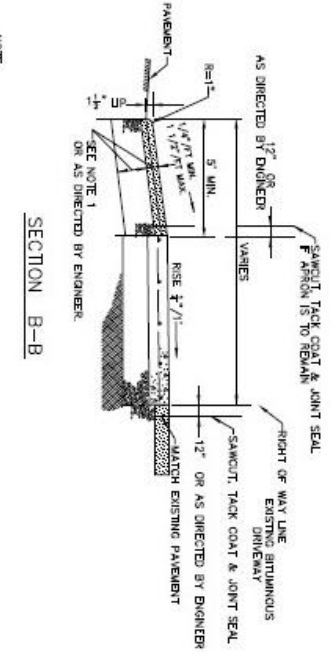
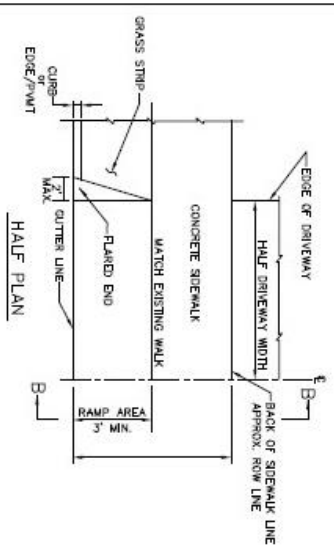
- NOTES:
1. CONTRACTOR SHALL SAWCUT, REMOVE AND DISPOSE OF EXISTING TEMPORARY PAVEMENT.
 2. CONTRACTOR SHALL FURNISH, PLACE, SHAPE AND COMPACT PROCESSED AGGREGATE BASE MATERIAL AS NECESSARY TO MATCH THE TOP ELEVATION OF THE EXISTING BASE COURSE.
 3. CONTRACTOR SHALL APPLY TACK COAT TO THE SAWCUT EDGES OF THE EXISTING PAVEMENT.
 4. CONTRACTOR SHALL FURNISH, PLACE, SHAPE AND COMPACT BITUMINOUS CONCRETE IN 1.5" MINIMUM AND 2.5" MAXIMUM COMPACTED DEPTH LIFTS, TO MATCH THE EXISTING PAVEMENT DEPTH ADJACENT TO THE TRENCH.
 5. THE FINISHED GRADE OF THE PERMANENT PAVEMENT REPAIR SHALL BE COINCIDENTAL WITH THE ADJACENT EXISTING PAVEMENT.

DETAIL "A"
BITUMINOUS CONCRETE PERMANENT PAVEMENT REPLACEMENT

N.T.S.

TOWN OF HAMDEN
ENGINEERING DEPARTMENT

PROJECT NO.	2018-001
DATE	08/15/18
DRAWN BY	AM
CHECKED BY	AM
SCALE	AS SHOWN
SHEET NO.	40



NOTE:
1. TOWN ROADS:
RESIDENTIAL - 2" - (CLASS 2) ON 8" GRAVEL BASE
COMMERCIAL - 3" - TWO 1-1/2" COURSES (CLASS 2) ON 8" GRAVEL BASE
2. REFER TO STANDARD DETAIL SHEET HM-921_01 FOR BITUMINOUS DRIVEWAYS TO BE INSTALLED ALONG STATE HIGHWAYS.

TYPICAL BITUMINOUS CONCRETE DRIVEWAY APRON DETAILS
NOT TO SCALE

LOCATION	PATCH DATE	LENGTH	WIDTH	AREA
446 Putnam Avenue	No Date	5	16	80
695 Sherman Avenue	8/10/2017	5	40	200
251 Eramo Terrace	3/31/2017	5	11	55
239 West Shepard Avenue	4/11/2014	7	23	161
356 West Woods Road	10/28/2011	11	20	220
880 Still Hill Road	9/7/2012	12	21	252
78 Still Hill Road	7/2/2010	13	19	247
34 Still Hill Road	7/2/2010	17	25	425
449/451 Putnam Avenue	8/19/2009	12	33	396
355 Hartford Turnpike	12/29/2009	12	17	204
450-460 Benham Street	8/26/2008	13	28	364
799 Paradise Avenue	6/27/2013	33	8	264
799 Paradise Avenue	6/27/2013	15	9	135
799 Paradise Avenue	6/27/2013	33	8	264
790 Paradise Avenue	6/18/2014	16	10	160
790 Paradise Avenue	6/18/2014	32	6	192
953/963 Dixwell Avenue	9/30/2010	5	15	75
55 Eramo Terrace	8/5/2008	12	6	72
710 Paradise Avenue	4/28/2008	8	25	200
339 West Shepard Avenue	1/14/2008	10	9	90
434 Pine Rock Avenue	11/13/2007	8	7	56
434 Pine Rock Avenue	11/13/2007	8	11	88
1030 Shepard Avenue	10/16/2007	7	5	35
85 West Shepard Avenue	4/4/2007	11	11	121
4 Grenner Place	8/27/2018	8	8	64
50 Blacey Street	2/15/2009	14	6	84
Total				4504

TOWN OF HAMDEN

GENERAL BID SPECIFICATIONS -- PART A

Bids shall be made on the bid forms furnished by the Town, without alteration. Bids shall be submitted in a sealed envelope, stating on the outside of the envelope the words "BID DOCUMENTS", the Town's bid number, the title of the Project, the title of the bid package for which a bid is being submitted, and the time and date of the bid opening. All bidders shall provide two copies of their bid, unless otherwise stated.

Bids received after the bid opening deadline shall be rejected. All spaces on the bid form must be filled in with figures and words or the Town, in its sole discretion, may reject the bid as non-responsive. No faxed or emailed bids are allowed.

Applicable if checked.

BID SECURITY: Each bid shall be accompanied by a certified check or bid bond for five percent (5%) of the total bid. The Bid Security will be returned by the Town upon signing of the contract with the successful bidder. Checks or bonds must be made to the order and for the benefit of the "Town of Hamden". Security may be held by the Town of Hamden for a period not to exceed 90 days from the date of the opening of the bids for the purpose of reviewing the bids. Bids shall not be combined, unless otherwise permitted in the Invitation to Bid or Instructions to Bidders. A separate bid surety shall be presented for each bid.

LIQUIDATED DAMAGES: The successful bidder, upon his/her/its failure or refusal to sign the contract within five (5) business days of receipt of the contract from the Town, shall forfeit to the Town as liquidated damages for such failure or refusal an amount equal to the security deposited with his/her bid.

The Town may make such investigations and conduct such scope reviews as deemed necessary by the Town in order for the Town to determine the ability of the bidder to perform the work and the bidder shall promptly, upon the Town's request, furnish to the Town all such data for this purpose. The Town expressly reserves the right to reject a bid if, in the Town's sole discretion, the Town determines that a bid is non-responsive, a bidder is not responsible, a bidder is not qualified to perform the work or the Town otherwise determines that the award of a contract to the bidder is not in the best interest of the Town. Conditional bids will not be accepted.

SUBCONTRACTORS: The bidder is specifically advised that any person, firm or other party to whom bidder intends to award a subcontract or purchase order must be acceptable to the Town and that approval of the proposed subcontract award cannot be sought from the Town unless and until the successful bidder submits all information and evidence to the Town regarding the qualifications, experience and responsibility of the proposed subcontractor. Although the bidder is not required to attach such information to its bid, the bidder is hereby advised of this requirement so that it may plan accordingly and prevent delays.

MODIFICATION: Any bidder may modify his/her/its bid **prior** to the scheduled deadline for receipt of bids. See paragraph one above. The bidder wishing to modify its bid shall submit such modified bid in accordance with paragraph one above, shall unequivocally indicate that its BID #2876

prior bid is superseded by the modified bid and shall submit its modified bid in an envelope clearly marked "**MODIFIED BID**".

ERRORS: The Town, in its sole discretion, reserves the right to waive typographical or technical defects in the bid, as well as its right to correct an award erroneously made as a result of a clerical error on the part of the Town of Hamden.

PERMITS/LICENSES: All applicable permits and licenses shall be obtained at the sole cost of bidders. No permits or permit fees shall be waived by the Town unless otherwise stated in the Town's Invitation to Bid or Instructions to Bidders.

OBLIGATIONS OF BIDDER: Each bidder shall, prior to submitting a bid, familiarize itself with the conditions under which the work will be performed and conduct its own due diligence. Bidders shall be presumed to have read and to be thoroughly familiar with the specifications and all bid documents. The failure of any bidder to request, receive or examine any information or the failure of the bidder to familiarize itself with the conditions relating to the performance and timing of the work shall in no way relieve any bidder from any obligation in respect to the bid and shall not subject the Town to any liability whatsoever.

Furthermore, the bidder is responsible for being aware of and conforming in all respects to all existing Federal, State of Connecticut, and Town of Hamden Statutes, Ordinances, Regulations, laws and other legal applicable legal requirements, regardless of whether any such applicable requirements are specifically identified in the bid documents.

WITHDRAWAL OF BIDS: Bids may be withdrawn prior to the time fixed for opening by submitting written notification of withdrawal to the Town prior to the bid opening deadline.

Negligence or mistake on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified in the bid document by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, unless otherwise stated; any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design may be considered equally acceptable if, in the opinion of the Town, the material, article, or equipment so proposed is of equal substance and function. Any substitutions must be approved in writing by the Purchasing Agent or his designee, who shall have sole discretion to determine the acceptability of the proposed substitute.

PATENTS: The contractor shall indemnify, defend and hold harmless the Town and its officers, agents, and employees from and against liability and costs 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 Town unless otherwise specifically stipulated in the contract or bid documents.

NON-COLLUSIVE BID STATEMENT: All bidders shall be required to sign the non-collusive statement attached.

FUNDING: The municipal non-appropriation clause may be applicable.

Applicable if checked

PERFORMANCE AND **PAYMENT BONDS:** To ensure the delivery of goods and services in conformity with the specifications provided and payment of all subcontractors and suppliers, bidders shall provide payment and performance bonds for any project (1) which is governed by Connecticut's Little Miller Act, C.G.S. §49-41 or (2) for which the Town requires the provision of payment and performance bonds. Successful bidders shall provide the Town with payment and performance bonds, at the bidder's expense, each for the full amount of the contract awarded.

The Town shall be the Obligee under each bond and the bonds shall be issued by a company authorized to conduct surety business in the State, listed on the U.S. Department of the Treasury's List of Approved Sureties and subject to approval by the Town.

INSURANCE: The contractor will provide adequate proof of insurance to the Town for the types of insurance and limits indicated below, providing for all of its operations performed in compliance with this contract.

The successful bidder shall obtain and pay for the insurance coverage described below with the indicated minimum limits. Bidders agree to furnish Certificates of Insurance to the Town and/or its Board of Education, certifying coverage to be in effect for the term of this contract and that the Town and/or Board of Education will be given sixty (60) days prior written notice of cancellation or non-renewal.

These requirements if checked also apply to any subcontractor or common carrier used by the Bidder.

I. WORKERS COMPENSATION

Connecticut	Statutory Limits
Applicable Federal	Statutory Limits
Employer's Liability	\$100,000 per Accident
	\$100,000 Disease per Employee
	\$500,000 Policy Limit

II. COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 5,000
Personal Injury/Advertising	\$ 1,000,000
General Aggregate	\$ 3,000,000
Products & Completed Operations Aggregate	\$ 1,000,000
Body Injury and Property Damage	\$ 1,000,000

III. BUSINESS AUTOMOBILE LIABILITY (including owned, hired & non-owned vehicles)

Liability (Combined Single Limit)	\$1,000,000
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(If hazardous material or potential pollutants are transported, MCS90 – Accidental Pollution coverage is required)

IV. UMBRELLA/EXCESS LIABILITY (If Required)

Liability Limit – Each Occurrence over primary	\$5,000,000
Self-Insured retention	\$10,000

V. RAILROAD PROTECTIVE LIABILITY (If Required)

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

VI. POLLUTION LIABILITY (If Required)

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate

VII. PROFESSIONAL LIABILITY (If Required)

	\$3,000,000 Each Occurrence
	\$3,000,000 Aggregate

VIII. MONEY & SECURITIES-BROAD FORM

Limit	<u>\$(Insert Limit)</u>
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IX. The Town of Hamden and/or Hamden Board of Education to be named as an additional insured on all insurance policies, except Workers Compensation and Professional Liability. Vendor coverage shall be primary and non-contributory. A waiver of subrogation shall apply in favor of the Town of Hamden on all policies except Professional Liability.

X. To the fullest extent permitted by law, the Responder shall defend, indemnify and hold the Town of Hamden and Hamden Board of Education harmless from and against any and all claims, losses, expenses, judgments, injuries to persons and/or property resulting out of, and alleged to result from or arise out of the performance of this contract and resulting from and alleged to result from the Responder's negligence.

ITEM IX AND X MUST APPEAR ON THE FACE OF THE INSURANCE CERTIFICATE IN THE SECTION ENTITLED "DESCRIPTION OF OPERATION"

Occupational Safety and Health Administration Requirements; Safety Compliance:

According to Connecticut General Statutes, Section 31-53b (a) each contract entered into on or after July 1, 2007 , for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars (\$100,000.00) shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The contractor shall familiarize itself with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance. Moreover, contractor shall be solely responsible for full and timely compliance with all federal, state and local safety standards, rules and regulations.

INDEMNITY/HOLD HARMLESS: The contractor's and subcontractor's insurance policies will be endorsed to provide for the Town of Hamden and Hamden BOE to be named as an additional insured. To the fullest extent permitted by law; the contractor will defend, indemnify and save harmless the Town of Hamden and Hamden BOE from and against all claims, expenses, judgements, suits and actions related to injuries to and/or damage to the property as a result of, arising from or alleged to arise from the activities of the contractor, its servants and agencies acting for the contractor and from the performance of this Project.

CERTIFICATE OF INSURANCE: The contractor, prior to the start of any work under this contract, shall provide the Town's Purchasing Office with a certificate of insurance to conform to the following:

- a. Form(s) acceptable to the Town of Hamden.
- b. Insurance provided by insurance companies authorized to write coverage in the State of Connecticut.
- c. Policy dates must cover the term of this contract.
- d. Certificate will provide for at least 30 days' notice to the Town of Hamden prior to cancellation.
- e. All additional insured certificates are to list the Town of Hamden.

Under no circumstances shall the contractor begin work until (1) the contract for same shall have been signed by all parties, (2) the required bonds have been furnished by contractor and approved by the Town, (3) the required certificates of insurance have been filed with and approved by the Town's Purchasing Office and (4) the Contractor has been duly instructed in writing by the Town to proceed with the work. If the contractor commences the work before the provisions referred to in this paragraph are fulfilled, the Town, in its sole option, may cancel or terminate the contract without penalty or liability chargeable to the Town.

LICENSURE: At the time of the bid submissions, bidders shall possess the necessary license(s) to perform the work that is the subject of this invitation to bid.

NON-RESIDENT CONTRACTORS: Out of state contractors must post a bond with the Connecticut Department of Revenue Services. The non-resident contractor must receive a Connecticut tax registration number by completing and submitting form REG-1. Non-resident contractors are directed to familiarize themselves and achieve full compliance with applicable requirements, including Form AU-766.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION: The 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, intellectual disability, 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; and 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, intellectual disability, 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 following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" to be included in all bid documents, purchase orders, leases and contracts. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60a.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts. (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The 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, intellectual disability, 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; and 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, intellectual disability, 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;

(2) 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" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and P.A 15-5 amended Subsecs. (a) and (c) by replacing references to the state or political subdivision of the state with references to awarding agency, amended Subsecs. (a)(2), (a)(3) and (f) to (h) by changing "commission" to "Commission on Human Rights and Opportunities", amended Subsec. (a)(4) by adding reference to Sec. 46a-86, amended Subsecs. (a) to (d) and (h) by adding references to municipal public works contracts and quasi-public agency project contracts, amended Subsec. (c) by adding references to commission re provision of representation or documentation, amended Subsec. (d) by deleting former Subdiv. (2) re quasi-public agency and redesignating existing Subdivs. (3) to (6) as Subdivs. (2) to (5), and made technical and conforming changes throughout.

Sec. 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project

contracts. (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The 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 sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

The successful bidder also agrees to comply with all provisions of the Town's Charter and Code of Ordinances –“Town of Hamden, Chapter 110 “Business Transactions with Town”. The contractor shall cooperate fully with the Connecticut Commission on Human Rights and Opportunities (“the Commission”) and shall submit periodic reports of employment and subcontracting practices to the Commission in such a form, in such a manner, and at such time as may be prescribed by the Commission.

SET ASIDES: If this Project is funded in whole or in part by State of Connecticut funds, Public Act 15-5 (§§58-71 and 88) requires that, effective with all contracts executed after October 1, 2015, all solicitations for municipal public works contracts funded in whole or in part with State funds state in the notice of solicitation that the contract must comply with the set asides mandated by Public Act 15-5. The set aside requirements include a requirement that 25% of the total value of contracts in excess of \$50,000.00 be set aside for exclusive bidding for “small contractors,” as defined by Section 58 (a) (1), and 25% of such amount (that is, 6.25% of the total value), be set aside for “minority business enterprises,” as defined by Section 58(a) (4). For contracts in excess of \$50,000.00, bidders must have obtained Commission approval of their Affirmative Action Plan prior to contract execution. **BIDDERS ARE EXPRESSLY DIRECTED TO REVIEW PUBLIC ACT 15-5, SECTIONS 58-71 AND 88, TO FAMILIARIZE THEMSELVES WITH THE REQUIREMENTS OF SUCH LAWS. BIDDERS SHALL BE DIRECTLY AND SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF P.A. 15-5, SECTIONS 58 THROUGH 71 AND 88. THE TOWN ALSO DIRECT BIDDERS’ ATTENTION TO THE SECTIONS 63 AND 64 (NON-DISCRIMINATION REQUIREMENTS) AND 66-68 (AFFIRMATIVE ACTION REQUIREMENTS).**

Regardless of whether P.A. 15-5 is applicable to this Project, the contractor shall provide reasonable technical assistance and training to minority business enterprises to whom work is subcontracted to promote the participation of such concerns, to make a good faith effort to award a reasonable proportion of all subcontractors to such enterprises, and undertake such other reasonable activities or efforts as the Commission may prescribe to ensure the participation of minority business enterprises as contractors and subcontractors. The contractor shall include a provision in all subcontracts with minority business enterprises requiring the minority business enterprise to provide the Commission with such information on its structure and operations as the Commission finds necessary to make an informed determination as to whether the minority business enterprise is owned and operated by members of a minority group.

The contractor shall maintain full and accurate data, such as contract monitoring reports, for a period of three (3) years from the date of substantial completion of the project or for such longer period as is required by the law then in effect with regard to records retention. The contractor shall not discharge, discipline, or otherwise discriminate against any person who has filed a complaint, testified, or assisted in any proceeding with the Commission.

The contractor shall make available for inspection and copying any supporting data requested by the Commission and make available for interview any agent, servant, or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint of any matter relating to a contract compliance review.

CLAYTON ACT: The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

AWARD TO OTHER THAN THE APPARENT LOW BIDDER: The Town of Hamden reserves the right to award the work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the Town of Hamden.

WAGE RATES: Workers employed in the various occupations on this named project shall be required to receive the minimum rates established by the State of Connecticut Labor Department Division of Regulations of Wages.

PRICES: Prices quoted for merchandise, supplies, or equipment shall be the net prices delivered into the Town of Hamden.

Town of Hamden reserves the right to award separate items to separate bidders. Bidders may indicate exceptions to this.

Bidders must include Federal ID number or Social Security number to be considered for bid approval.

DAVIS-BACON ACT - PREVAILING RATES OF WAGES

If this Project is subject to the Connecticut Prevailing Wage law, C.G.S. §31-53 *et seq.*, the Town of Hamden shall require the contractor to make payment of prevailing rates of wages in accordance with the wage section of the Davis-Bacon Act, Town of Hamden, Hamden Code, S 97.35 and State Statute 31-53, Part III. State Contracts, and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Act as amended.

AS PER THE TOWN OF HAMDEN AFFIRMATIVE ACTION RESOLUTION:

It is in the best interest of the Town to encourage minority and/or female business enterprise. Where two substantially similar Hamden bids are submitted, preference may be given to the minority and/or female contractor.

RESERVED RIGHTS OF TOWN:

The Town of Hamden reserves the right to accept or reject any or all bids or proposals; to waive any technicality in a bid or proposal or part thereof submitted, and to accept the bid deemed to be in the best interest of the Town of Hamden. Further, the Town reserves the right to split bids and quotations among two or more bidders.

The Town reserves the right to reject any bid submitted by a joint venture if the Town determines that any entity to the joint venture fails to satisfy the Town's requirements (i.e., bonding, insurance, qualifications, responsibility).

PREQUALIFICATION REQUIREMENT: The Connecticut Department of Administrative Services'

Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, If this requirement is applicable to the project that is the subject of this invitation to bid, bidders shall provide their bid update statement with their bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidders understand and acknowledge that timely completion of the Project is essential. Failure of the Contractor to achieve substantial completion of the Project within the calendar days stated herein will result in the Owner and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time.

Therefore, the bidder and the Town agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Bidder,

the sum of _____ (\$ _____) for each and every calendar day, including Saturdays, Sundays and legal holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due Owner from Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

DISCREPANCY IN BID FORM:

In the event of any discrepancy between the amount written in numerical figures and the amount stated in written words, the amount written in words will be controlling.

The Town of Hamden hereby notifies all bidders that the Town's contract with the successful bidder shall contain the following provision:

Payment to Vendor shall be withheld by the Town when any real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, **police or fire extra duty, police vehicle use fees**, or lien fees imposed, assessed or otherwise levied by the Town of Hamden and due from/payable by Vendor are delinquent.

For purposes of this Contract, a tax, fee, charge, or fine shall be deemed delinquent if it remains unpaid, in whole or in part, for a period of thirty (30) days following the date upon which payment of such tax, fee, charge, or fine was due, together with any accrued interest and penalties.

The Town expressly reserves the right, in its sole discretion, to set off against its account payable to Vendor and apply any sums due to Vendor by Town pursuant to this Contract to any delinquent real or personal property taxes, sewer assessment fees, sewer use charges, fines, interest, penalties, or lien fees imposed by the Town of Hamden and due from/payable by Vendor.

**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

ORDINANCE AMENDING CONSTRUCTION CONTRACTS ORDINANCE

WHEREAS, the Town of Hamden adopted a local prevailing wage ordinance requiring contractors working on town public works projects to pay laborers and mechanics wages based upon the wages established by the State of Connecticut Department of Labor to be prevailing for the corresponding classes or laborers and mechanics on projects of a similar character to the contract work in town; and

WHEREAS, the threshold for local public works projects covered by the prevailing wage ordinance has not increased since the adoption of the ordinance; and

WHEREAS, the Town wishes to amend its ordinance so that the Town's threshold for prevailing wages is 90% of that set by the Connecticut General Statutes.

NOW THEREFORE BE IT ORDAINED that Section 97.35 (A) of the Hamden Code of Ordinances is hereby amended and restated as set forth below:

CONSTRUCTION CONTRACTS

97.35: WAGES TO BE STATED IN CONTRACT.

(A) The advertised specification for every public works project by the Town of Hamden that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for new construction and/or that is 90% or more of the amount set forth by the Connecticut General Statutes, as may be amended, for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair work, and which requires or involves the employment of mechanics, laborers or workmen employed upon the work contracted to be done, shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics and workman shall be based upon the wages established by the State through its Department of Labor to be prevailing for the corresponding classes of mechanics, laborers or workmen employed on projects of a character similar to the contract work in the town.

(B) Every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics, laborers or workmen employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workmen, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work.

(C) Every contract based upon these specifications shall further stipulate that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the Town to pay to laborers, mechanics and workmen employed by the contractor or any subcontractor on the work difference between the rates of wages required by the contract to be paid laborers, mechanics or workmen on the work and the rates of wages received by such laborers, mechanics or workmen and not refunded to the contractor, subcontractor or other agents.

(D) Every contract based upon these specifications shall contain the further provision that in the event it is found by the Town that any laborer, mechanic or workmen employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract or be paid as aforesaid the Town may, by written notice to the contractor, terminate the contract, terminate the contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties shall be liable to the town for any excess cost occasioned the town thereby.

MISCELLANEOUS REQUIREMENTS:

Questions/Requests for Information: All Questions shall be submitted in writing only and e-mailed to purchasing@hamden.com at least seven (7) days prior to the bid opening date. Bidders shall not attempt or engage in any ex parte or verbal communications with Town personnel prior to the bid opening deadline.

All Applicable Codes to Be Met: All construction shall meet all applicable Building and Fire Codes, as well as ADA requirements.

Pre-Bid Meeting(s): Failure to attend a mandatory pre-bid meeting may be deemed, by the Town, grounds for rejection of your bid.

Deliveries: All deliveries are inside deliveries.

Provision of Bid Packets, Submission of Bids: Bid packets will be mailed upon request.

Bid packets will not be faxed.

Bid proposals must be mailed back or delivered to:

Hamden Government Center
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518.

Please include one original and two copies of your bid unless otherwise specified.

ALL ENVELOPES MUST BE MARKED PROPERLY WITH BID #, BID DATE, AND BID TITLE ONLY.

Ownership of Documents – All qualification statements, proposals and bids submitted by bidders are to be the sole property of the Town and subject to the provisions of the Connecticut General Statutes (re: Freedom of Information).

Ownership of Subsequent Products – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this invitation to bid is to be the sole property of the Town unless stated otherwise in the invitation to bid or contract.

Timing and Sequence – Timing and sequence of events resulting from this invitation to bid will ultimately be determined by the Town.

No Oral Agreements – The Town, its agencies and employees, shall not be responsible for any alleged oral agreement or arrangement made by a bidder with any agency or employee of the Town or District.

Rejection for Default or Misrepresentation – The Town reserves the right to reject the bid of any bidder that is in default of any prior contract or for misrepresentation.

Assigning, Transferring of Agreement – Bidders are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, their rights, title or interest therein or their power to execute such agreement by any other person, company, or corporation without the prior consent and approval in writing by the Town.

Cost of Preparing Qualification/Proposal Statements – The Town shall not be responsible for any expenses incurred by any bidder in preparing and submitting a bid.

Thank you.

Philip Goodwin

Purchasing Agent

GENERAL BID SPECIFICATIONS - PART B

1. **Nondiscrimination under Title VI of the Civil Rights Act of 1964.** Contractor shall comply with the requirements of Title VI of the Civil Rights Acts of 1964 (PL 88-352), 42 U.S.C. Sec. 2000d et. Seq. and the Fair Housing Act (42 U.S.C. 3601-20) and Executive Order 11063 and the HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, The 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, intellectual disability, 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; and 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, intellectual disability, 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.
2. **Fair Housing Opportunities Under Title VIII of the Civil Rights Act of 1968 and Fair Housing Act (42 U.S.C. 3601-20).** Contractor shall comply with the requirements of Title VIII of the Fair Housing Act as amended (PL 90-284). The CONTRACTOR shall provide for fair housing opportunities where possible. The CONTRACTOR is prohibited from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires programs and activities relating to housing and community development to be administered to affirmatively further fair housing.
3. **Prohibition Against Payments of Bonus or Commission.** The funds paid to Contractor shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; it being understood, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, are not hereby prohibited if otherwise eligible as program costs.

4. **“Section 3” Compliance in the Provision of Training Employment and Business Opportunities.** Every application, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts, the following clause (referred to as a Section 3 clause):
- a) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
 - b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
 - c) The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor unless the subcontractor has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
5. **Prevailing Salaries.** The CONTRACTOR shall be solely responsible for the determination of staff classifications and employ staff in relation to its personnel practices and salary ranges, including fringe benefits, in accordance with the Agreement.
6. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, technicians, laborers and mechanics performing work under this Agreement shall be

paid unconditionally, and not less often than once a week, without deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The CONTRACTOR shall comply with all applicable regulations of said "Anti-Kickback Act" and shall insert appropriate provisions in all subcontracts relative to the work under this Agreement; and CONTRACTOR shall take steps to insure compliance by subcontractors with such regulations at all times. CONTRACTOR shall be responsible for the obtaining and submission of the affidavits of subcontractors required thereunder, except that the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

7. **Non-Discrimination in Employment.** During the performance of this Contract, the CONTRACTOR agrees as follows:

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruiting or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided, setting forth the provisions of this Non-Discrimination in Employment Clause.

b) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or in behalf of the CONTRACTOR; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c) The CONTRACTOR shall comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and Executive Order 12086, as supplemented in Department of Labor Regulations (41 (CFR, Part 60), and all of the rules, regulations and relevant orders of the President's Committee of Equal Employment Opportunity in effect as of the date of this Agreement; and the CONTRACTOR shall furnish all information and reports required herein, and shall on demand permit access to its books, records, and accounts, in its possession or control, by TOWN and the said Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

d) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) In the event the CONTRACTOR'S noncompliance with the non-discrimination sections of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 4, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

f) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 25, 1965, as amended by Executive Order 11375 and 12086, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontractor or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

g) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 or September 24, 1965, as amended by Executive Orders 11375 and 12086, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTOR and subcontractors by the Department of the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

h) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity. Remedies described in Section 109 of the Housing and Community Development Act of 1974, as amended, as the regulations issued pursuant thereto, (24 CFR Section 570.601) shall apply, if failure to comply with this paragraph has been determined.

8. **Employment of Certain Persons Prohibited.** No person under the age of sixteen years and no person who at the time is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.
9. **Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and Federal Implementing Regulations.** Contractor and Owners shall to the greatest extent practicable under state law comply with Sections 301 and 302 of Title III, (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and will comply with Sections 303 and 304 of Title III and HUD implementing instructions in 24 CFR Part 42 and 570.602 (b), comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 CFR Part 42 and 570.602 (a).
10. **Political Activity Hatch Act and Section 109 of HCD Act.** CONTRACTOR shall comply with the provisions of the Hatch Act and Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations pursuant thereto (24 CFR 570.601). Under no circumstances shall the CONTRACTOR and/or other recipients, subcontractors, and sub recipients use TOWN funds or persons employed in administering TOWN programs for the purposes of conducting any political activity.
11. **Executive Orders 11063, 12259, and Title VIII.** CONTRACTOR will comply with Executive Order 11063 as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107 and Title VIII of the Civil Rights Act of 1968 (Pub. L.90-284) as amended.
12. **Historic Preservation.** CONTRACTOR will comply with the National Historic Preservation Act of 1966 (PL 89-665), Preservation of Historic and Archaeological Data Act of 1974 (PL 93-291), Procedures for Protection of Historic and Cultural Properties, Advisory Council on Historic Preservation (36 CFR 800), and the HUD regulations with respect thereto.
13. CONTRACTOR will comply with HUD Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) provides:

No otherwise qualified individual with handicaps . . . shall, solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financing assistance.

14. **No Conflict of Interest:** Bidder certifies, by submitting a bid, that no owner, employee or family member (defined for purposes of this invitation to bid as a spouse, parent, sibling or child) of an owner or employee of bidder is a current or former employee of the Town or its Board of Education.

Bidder further certifies that no owner or employee of bidder has any interest, direct or indirect, which is incompatible with the proper discharge of the proposed duties in the public interest or that would tend to impair Bidder's independent judgment or action in the performance of the proposed duties.

Bidder certifies that it does not have any past, present or currently planned interests which are an actual or potential organizational conflict of interest with respect to performing the work for Town under this invitation to bid.

Bidder hereby covenants and agrees that no employee, elected official or appointed official of the Town or its Board of Education has any interest in this Agreement or will directly or indirectly benefit therefrom.

15. Compliance with Town Regulations

Bidder shall cause all persons performing work pursuant to the contract between bidder and the Town to comply with all Town and Board of Education requirements, including instructions pertaining to conduct and to building access and related requirements issued by the Town and District, respectively. All personnel shall wear readily visible identification in a form that is satisfactory to the Town. The Town may promulgate and modify from time to time rules and regulations relating to conduct as the Town, in its sole discretion, may determine, and the contractor shall cause all persons performing work to comply with any such requirements.

16. Confidential Information

Bidder shall cause all persons under bidder's control who are providing services or materials under or through bidder's contract with the Town to preserve and protect all information of the Town and Hamden School District to which they may have access during the performance of work as confidential. Bidder expressly acknowledges that if the facilities that are the subject of the Project are school facilities or public buildings, the security and safety of the occupants, users and general public are of paramount importance and bidder shall observe and enforce appropriate security protocol to ensure the safety of users and occupants.

COMPLETE AND RETURN

BID #: 2876

BID TITLE PERMANENT PATCHING UTILITY TRENCHES

BID FORM

TO: Purchasing Agent
Hamden Government Center
2750 Dixwell Avenue
Hamden, CT 06518

I have received the bid documents entitled _____
and dated _____

I have received Addenda dated as follows: _____

I have considered and included the provisions of the bid documents noted above in my bid. I have examined the bid documents and I submit the following BID:

In submitting this bid, I agree:

To hold my bid open until 60 days after the date on which bids are due.

To enter into and execute a contract provided by the Town, without alteration by me, if awarded on the basis of this bid, according to the contract form provided by the Town of Hamden.

To accomplish the work in accord with the Bid Specifications and Contract Documents and to the extent that there is a conflict between the provisions of any bid documents, the order of precedence shall require me to provide the item or service that is of the greater value or benefit to the Town of Hamden.

To begin the work in strict accordance with the project schedule or the Notice to Proceed issued by the Town and to complete the work within _____ calendar days following Owner's date of Notice to Proceed.

The undersigned submits a bid bond in the sum of _____ dollars

(\$ _____) 5% of Base Bid, which sum is agreed shall become the sole and exclusive property of the Owner as liquidated damages to the Owner if the undersigned fails to execute a contract in conformity with the Bid Form and to furnish surety bonds and insurance policies in accordance with the General Conditions after due notification has been given.

I acknowledge that the Town of Hamden reserves the right to accept or reject any or all bids, alternates, options, or proposals; to waive any technical defect in a bid or part thereof submitted, and to accept the bid deemed by the Town to be in the best interest of the Town of Hamden.

Name	Title	Date

Contractor Tax ID#	Contractor License #

COMPLETE AND RETURN

Bid #: 2876

Bid TITLE: PERMANENT PATCHING UTILITY TRENCHES

NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Hamden OR Board of Education, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Hamden to consider the statement of qualifications submitted herein.

State of Connecticut S.S.

County of _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Legal Name of Respondent: _____

Business Name: _____

Business Address: _____

Signature and Title of Person

By: _____

Notary Public

My Commission Expires: _____

Date: _____

COMPLETE AND RETURN

BID #: 2876

BID TITLE: PERMANENT PATCHING UTILITY TRENCHES

NON-COLLUSIVE BID STATEMENT

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

(1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and

(2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

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

Legal Name of Bidder

Business Address

Signature and Title of Person
Authorized to Sign

Printed Name

Date

COMPLETE AND RETURN

BID #: 2876

BID TITLE: PERMANENT PATCHING UTILITY TRENCHES

PRICE SHEET

You are required to furnish the following information to the Town of Hamden:

Name and address of Company _____
(Print or type)

Name and Title of Agent of Company _____
(Print or type)

Signature: _____ Date: _____

Telephone: _____ Email: _____

Fax: _____ Federal I.D. Number: _____

BID PROPOSAL

In accordance with the attached specifications entitled "**CONTRACT 2018-XXX PERMANENT PATCHING OF UTILITY TRENCHES IN TOWN STREETS**"; the undersigned agrees to:

Item	Description	UOM	Qty	Unit Price	Extension
1	4" Two Course Bituminous Concrete Pavement on Existing Base	SF	4000	_____	_____
2	4" Two Course Bituminous Concrete Pavement on New Base	SF	1000	_____	_____
3	2" Bituminous Concrete Driveway on Existing Base	SF	100	_____	_____
4	2" Bituminous Concrete Apron on Existing Base	SF	150	_____	_____
5	6" Bituminous Concrete Lip Curbing	LF	50	_____	_____
6	Loam, Fertilizing and Seeding	SY	10	_____	_____
7	Temporary Re-patch Trench	SF	200	_____	_____
8	Mill Trench	SF	200	_____	_____
9	Compaction and Sieve Analysis	ALLOW			\$1,000.00
10	Uniformed Police Officer	ALLOW			\$6,000.00
11.	Epoxy Pavement Markings	LF	200	_____	_____

The TOTAL AMOUNT of this Bid, based upon the estimated quantities listed above as computed by the Bidder is:

_____ DOLLARS
and _____ CENTS. \$ _____

As per CT DOT 1.02.03, the quantities shown on the proposal form are approximate only and are given as a basis for the pricing upon which the award of the Contract will be made. The Town of Hamden reserves the right to eliminate all or portions of bid items and evaluate and award the contract based on the total amount of the remaining listed items.

The undersigned is familiar with the conditions surrounding this call for bid and is aware that the Town reserves the right to reject any and all bids or to accept any bids whether lowest or not if deemed for the best interest of the Town, and is submitting this bid without collusion with any other person, individual or corporate.

_____ Authorized Signature	_____ Witness Signature
_____ Printed Name	_____ Printed Name
_____ Title & Date	_____ Date
_____ Company/Name of Firm	
_____ Company Telephone Number	_____ Company Fax Number
_____ Company Business Address	_____ Company Mailing Address
_____ City/Town State & Zip Code	_____ City/Town State & Zip Code

Company Email Address(es)

Dated at _____, _____ this
_____ Day of _____, 2017

ADDENDA	RECEIVED:
Number	Date
_____	_____
_____	_____
_____	_____

REFERENCES FOR SIMILAR WORK:	
COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1. _____	_____
2. _____	_____
3. _____	_____

LICENSES:	
COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1. _____	_____
2. _____	_____
3. _____	_____

PROPOSED SUBCONTRACTORS:	
COMPANY/INDIVIDUAL NAME/ADDRESS/PHONE	LICENSE NUMBER
1. _____	_____
2. _____	_____
3. _____	_____

CONTRACTOR SITE VERIFICATION FORM

Contract 2018-_____

Contract Name: _____

AN INDIVIDUAL by the name of _____

and representing _____
(Company Name)

hereby attest that I have field walked the site for the above referenced project and am familiar with the existing conditions.

date

By: _____
signature

title