

TOWN OF SOMERS
CONNECTICUT
INVITATION TO BID
WATCHAUG ROAD CULVERT
REPLACEMENT PROJECT
MARCH 30, 2022

The Director of Public Works will receive electronic proposals for the above-mentioned project at trolland@somersct.gov until 11:00 AM, Wednesday, April 20, 2022. Results will be posted to the Town of Somers website at www.Somersct.gov by 11:00 AM Wednesday, April 27, 2022.

Specifications and proposal documents are contained herein.

The Town of Somers reserves the right to accept or reject any, all, or any part of proposals, waive formalities or informalities, and make an award deemed to be in the Town's best interests.

All Bidder(s) shall be Affirmative Action/Equal Opportunity Employers. Minority/Women Business Enterprises are encouraged to apply.

TOWN OF SOMERS

WATCHAUG ROAD CULVERT REPLACEMENT

NOTICE TO BIDDERS

Bids for the Watchaug Road Culvert Replacement project will be received by the Director of Public Works, Todd Rolland, at trolland@somersct.gov until 11:00 A.M., April 22, 2022. Bid results will be posted on the Town Of Somers website at www.somersct.gov by 11:00 A.M., April 27, 2022. No bids will be accepted after 11:00 A.M., April 22, 2022.

The Town of Somers hereby notifies all bidders that it will affirmatively insure in any contract entered into under this advertisement, minority, and disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Any questions concerning the project should be submitted in writing to Todd Rolland, the Director of Public Works at trolland@somersct.gov.

The Town of Somers reserves the right to accept any bid or part of bids, reject any, all, or any part of the bids, waive any formalities or informalities in the bidding process, and award the bid deemed to be in the best interest of the Town.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and the contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interference with any other contractor.

INSTRUCTIONS TO BIDDERS - WATCHAUG ROAD

1. INTRODUCTION

The Town of Somers is soliciting bids for the above-named project. If there are conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

Advertisement for Invitation to Bid	March 30, 2022
Bids are due	April 22, 2022 by 11:00 AM
Public Posting of Results	April 27, 2022
Projected Commencement of Work	July 1, 2022
Required Completion Time	60 Days from Commencement of Work

3. BID DOCUMENTS

Specifications and bidding documents are contained herein. Question shall be submitted to Todd Rolland, the Director of Public Works at trolland@somersct.gov.

4. BID SUBMISSION INSTRUCTIONS

All bid documents shall be fully completed and submitted electronically to Todd Rolland, the Director of Public Works at trolland@somersct.gov by 11:00 A.M. on April 22, 2022. Submissions shall have the subject line of "Watchaug Road Culvert Project".

Ditto marks or words such as "SAME" on the Bid Form are not considered writing and must not be used.

Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) days after the bid(s) are opened.

Bids must be signed by an authorized person representing the legal entity of the bidder.

The inability to meet any specified requirement(s) must be stated in writing and attached to the Bid Form, or written on the Bid Form.

5. PRESUMPTION OF BIDDER BEING FULLY INFORMED

At the time of the bid opening, each Bidder is presumed to have read and is thoroughly familiar with all bidding and contract documents for this project and has performed an on-site inspection of the work location. Failure or omission of the Bidder to receive or examine any information concerning this bid shall in no way relieve any Bidder from obligations with respect to their bid.

6. INTERPRETATION OF ACCEPTABLE WORK

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Somers. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

7. TAX EXEMPTIONS

The Town of Somers is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

8. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Financial Officer prior to commencement of work, with the following:

- a) Liability limits for bodily injury and personal injury, \$1,000,000 per occurrence.
- b) Liability limits for property damage including that caused by motor vehicles, \$1,000,000.
- c) Contractual liability, \$1,000,000 per occurrence.
- d) Owner's protective liability, \$1,000,000 and property damage, \$1,000,000 per occurrence.
- e) Excess/Umbrella Liability, \$5,000,000.00.
- f) Workers Compensation, as required by Connecticut State Statutes.
- g) Employers Liability, \$1,000,000.00 per occurrence.
- h) The "Town of Somers, 600 Main Street, Somers, CT 06071" is to appear as an additional insured on all Certificates of Insurance.
- i) All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut.
- j) All insurance may not be canceled or modified without sixty (60) days written notice by registered U.S. Mail to Chief Financial Officer, Town of Somers, 600 Main Street, Somers, Connecticut 06071.

9. PERFORMANCE BOND AND PAYMENT BOND

To ensure the faithful execution of this bid according to its provisions, the Contractor awarded this bid must provide to the Town of Somers, at the Contractors expense, a performance bond and payment bond in the amount of one hundred (100) percent of the bid. The bonds must be issued by a company authorized to write such surety bonds in the State of Connecticut. The bonds shall be drawn to the order of the "Chief Financial Officer, Town of Somers", and delivered to the Town prior to commencement of work.

10. GUARANTEE

The Bidder awarded this bid shall guarantee all labor, material and workmanship for a period of one (1) year from the date of completion, as determined by the Town, as a condition of their performance bond. Five (5) percent of the total contract amount shall be retained by the Town of Somers for the duration of the guarantee period, or until the work is fully accepted by the Town.

11. PERMITS

The Town of Somers received approval from the Somers Conservation Commission for this project on May 5, 2021. The winning Bidder is responsible for obtaining all other required permits, inspections, and approvals, and satisfying any and all fees.

12. FAIR EMPLOYMENT PRACTICES

The Bidder agrees not to discriminate against any employee or applicant for employment in the performance of this bid's work with respect to hire, tenure, terms, conditions or privileges of employment due to race, sex, age, religion, national origin or other condition prescribed by State or Federal law.

13. AWARDING THE BID

The Town of Somers reserves the right to accept any bid or any part of bids, to reject any, all or any part of bids, to waive any formalities or informalities in the bidding process and to award the bid deemed to be in the best interests of the Town.

14. SUBMITTALS

The Bidder shall, as soon as practicable, but not exceed fifteen (15) calendar days, after notification of selection for award of the bid, furnish to the Owner, in writing the following:

- a) Designation of the Work to be performed by the Contractors own forces.
- b) Names of the subcontractors, manufactures, products and suppliers of principal items of materials proposed for the work.
- c) Project work schedule.

15. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder prior to the time fixed for the opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

16. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and comply with the terms and conditions of the specifications and all other Contract Documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the performance of the work in accordance with the Contract

17. ERRORS, INTERPRETATIONS AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the Specifications or other Contract Documents or should he be in doubt as to the meaning of the Specifications or other Contract Documents, he should immediately notify the Town, which may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the Contract Documents.

18. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action will be taken to prevent subsequent delay in subcontract awards.

19. EXECUTION OF CONTRACT

If notified of the acceptance of this proposal within the acceptance period of sixty (60) days, the bidder agrees to execute the contract and all related documents for this work within five (5) working days of the "Notice of Award".

20. TIME REQUIREMENTS

Time is a major factor for completion of this contract. All work must be completed within the time limitations (60 Days) stipulated in the Supplemental Conditions and as noted under Key Event Dates. A monetary penalty (\$250/Day) as stipulated in the Supplemental Conditions will be imposed for work under this contract not completed within the aforementioned time period.

21. RIGHT OF THE TOWN TO TERMINATE CONTRACT

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

22. PAYMENTS

Monthly estimates and/or invoices shall be furnished to Todd Rolland, the Director of Public Works at trolland@somersct.gov for verification and approval of the amount of work done and the amount earned by the Contractor. An amount of ninety five (95) percent of the estimate amount due, less any payments previously made and/or any monies to be held will be paid to the Contractor monthly. The balance will be retained by the Town until final completion of the work. Final payment will not be made until final completion and acceptance by the Town of all work covered by the contract. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees.

BID PROPOSAL

TOWN OF SOMERS - WATCHAUG ROAD DRAINAGE

SHEET 1 OF 2

Item No. CTDOT No.	Quantity	Unit	Item Description/Unit Price in Words	Unit Price	Amount Bid
1 9.75	L.S.	L.S.	MOBILIZATION _____ _____dollars per L.S.	\$ _____	\$ _____
2 9.80	L.S.	L.S.	CONSTRUCTION STAKEOUT _____ _____dollars per L.S.	\$ _____	\$ _____
3 2.02	45	L.F.	CUT BITUMINOUS CONCRETE PAVEMENT _____ _____dollars per L.F.	\$ _____	\$ _____
4 2.02	235	C.Y.	EARTH EXCAVATION (INCLUDES EXCAVATION FOR ROAD AND PIPE) _____ _____dollars per C.Y.	\$ _____	\$ _____
5	72	L.F.	54" R.C. PIPE (INCLUDES 12" STONE BASE AND COMPACTED PIPE BACKFILL) _____ _____dollars per C.Y.	\$ _____	\$ _____
6	6	EA.	54" R.C. CULVERT END (INCLUDES STONE BASE AND BACKFILL) _____ _____dollars per EACH	\$ _____	\$ _____
7	25	TON	MODIFIED RIP RAP (INCLUDES 12" STONE BASE) _____ _____dollars per TON	\$ _____	\$ _____
8 2.12	80	C.Y.	SUBBASE 12" - BANK OR CRUSHED GRAVEL (INCLUDES GRADING AND COMPACTION FOR ROAD BASE AND PIPE BACKFILL) _____ _____dollars per C.Y.	\$ _____	\$ _____
9 2.12	20	C.Y.	SUBBASE 6" CRUSHER-RUN STONE (INCLUDES GRADING AND COMPACTION) _____ _____dollars per C.Y.	\$ _____	\$ _____

BID PROPOSAL

TOWN OF SOMERS - WATCHAUG ROAD DRAINAGE

SHEET 2 OF 2

Item No. CTDOT No.	Quantity	Unit	Item Description/Unit Price in Words	Unit Price	Amount Bid
10 4.06	13	TON	BITUMINOUS CONCRETE - 2" CLASS 1 BINDER COURSE _____ _____dollars per TON	\$ _____	\$ _____
11 4.06	10	TON	BITUMINOUS CONCRETE - 1.5" CLASS II TOP COURSE _____ _____dollars per TON	\$ _____	\$ _____
12 4.06	10	GAL.	MATERIAL FOR TACK COAT _____ _____dollars per GAL.	\$ _____	\$ _____
13 9.44	333	S.Y.	FURNISHING AND PLACING TOPSOIL - 4" _____ _____dollars per S.Y.	\$ _____	\$ _____
14 9.50	333	S.Y.	TURF ESTABLISHMENT _____ _____dollars per S.Y.	\$ _____	\$ _____
15 9.71	L.S.	L.S.	MAINTENANCE AND PROTECTION OF OF TRAFFIC (INCLUDES DETOUR) _____ _____dollars per L.S.	\$ _____	\$ _____
16	L.S.	L.S.	EROSION AND SEDIMENTATION CONTROL _____ _____dollars per L.S.	\$ _____	\$ _____
17	L.S.	L.S.	WATER HANDLING _____ _____dollars per L.S.	\$ _____	\$ _____
			<u>WATCHAUG ROAD DRAINAGE</u>		
			TOTAL BID (IN WORDS) _____ _____dollars	TOTAL BID	\$ _____

**THE TOWN OF SOMERS WATCHAUG ROAD CULVERT REPLACEMENT PROJECT
SOMERS, CONNECTICUT**

The bidder, by submittal of this Bid, agrees with the Town that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the bidder to fulfill their agreements as above provided.

By: _____
(Signature and Title of Authorized Representative)

(Business Name)

(Street)

(Town, State and Zip Code)

Date: _____

The Bidder is:

1. Corporation, licensed in the State of: _____
2. Limited Liability Company: _____
3. Limited Liability Partnership: _____
4. Partnership: _____
5. Sole Proprietor: _____

Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager, if any; if an LLC or LLP, give names and addresses of members, if partnership or sole proprietor, give names and addresses of partners or individuals if different than business address.

BID BOND - WATCHAUG ROAD

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

_____, as Principal, and
(Name of Principal)

_____, as Surety,
(Name of Surety)

Are held and firmly bound unto the TOWN OF SOMERS, CONNECTICUT, hereafter called the "TOWN", in the penal sum of: _____

_____ DOLLARS, \$ _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, the Principal, has submitted the Accompanying Bid dated _____

20_____, for project _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified, therein after the opening of the same, or, if no period be specified, within thirty days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the Town in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Town the difference between the amount specified in said Bid and the Amounts for which the Town may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

Signed and sealed this _____ day of _____, 20_____

In the presence of:

(Principal)

By: _____

(Surety)

By: _____

Power-of-Attorney for persons signing for Surety Company of Principal must be attached to the Bond.

BIDDER'S QUALIFICATION STATEMENT – WATCHAUG ROAD

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on a separate attached sheet. The Bidder may submit any additional information if they desire.

1. Name of Bidder _____
2. Permanent main office address _____
3. When organized _____
4. If a corporation, where incorporated _____
5. How many years have you been engaged in the contracting business under your present firm or trade name? _____
6. Have you ever failed to complete any work awarded to you? _____
7. If so, where and why? _____
8. List your major equipment available for this Contract _____

9. List your experience in work similar to this project _____

10. List the work to be performed by subcontractors and summarize the dollar value of each subcontract _____

11. Credit available _____

12. Give bank references _____

13. Will you, upon request, fill out a detailed financial statement and furnish any information that may be required by the Town? _____

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

Dated at _____ this _____ day of _____, 20_____

(Company Name)

By _____

Title _____

State of _____

County of _____

_____ Being duly sworn deposes and says that they are

_____ Of _____

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

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

(Notary Public)

My Commission expires _____

CONTRACT FORMS - WATCHAUG ROAD

TOWN OF SOMERS

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the
Town of Somers, a municipality located within the County of Hartford in the State of Connecticut acting
through its First Selectman; hereinafter called the "Owner" party of the first part, and (company name and address)

his, her, their, or its heirs, executors, administrators, successors and assigns, acting herein by (name) _____

_____ its (title) _____

hereinafter referenced to as Contractor.

WITNESSETH, THAT: Town of Somers has the authority to call for bids to construct, alter, reconstruct, improve, relocate, widen or change the grade of sections of town roads, drainage structures and culverts, and the Contractor for and in consideration of the payment or payments herein specified and agreed to by the Town, hereby covenants and agrees to furnish and deliver all materials and to do and perform all the work and labor necessary for the Watchaug Road Culvert Replacement project in the Town of Somers, at the unit prices bid by said Contractor for the respective estimated quantities and such other items and Specifications as are contained in the original Bid Proposal issued by the Town, which proposal together with the State Standard Specifications Form 816, 2004, Supplemental Specifications, Special Provisions and any project addendum/addenda issued, along with any and all attachments are hereby made a part of the original Contract and accepted as such and also the plans of the work, are also agreed by each party as being a part hereof; the said work being described as follows:

This project involves the replacement of culverts of Watchaug Brook at Watchaug Road. Some items included in this project are excavation, reinforced concrete pipe, gravel and stone, and loaming and seeding.

The Town of Somers Watchaug Road Culvert Replacement Project

The Contractor further covenants and agrees that all of said work shall be done and performed in the best and most workmanlike manner and that all and every of said material and labor shall be in strict and entire conformity, in every respect, with said specifications and plans and shall be subject to the inspection and

approval of the Owner or his duly authorized representative, and, in case any of said material or labor shall be rejected by said Owner or his representative, as defective or unsuitable, then the said materials shall be removed and replaced with other approved materials and the said labor shall be done anew to the satisfaction and approval of the said Owner or his representative, at the cost and expense of the Contractor.

The Contractor further covenants and agrees that all and every of said materials shall be furnished and delivered and all and every of the said labor shall be done and performed, in every respect to the satisfaction and approval of the Owner. It is expressly understood and agreed that in case of the failure on the part of the Contractor for any reason, except with the written consent of the Owner, to complete the furnishing and delivery of said materials and the doing and performance of said work before the aforementioned dates, the Owner shall have the right to deduct from any monies due or which may become due the Contractor, or if no monies shall be due, the Owner shall have the right to recover the amount of Two Hundred Fifty dollars (\$250.00) per day for each and every calendar day elapsing between the time stipulated for completion and the actual date of completion, in accordance with the terms hereof; said deduction to be made or said sum to be recovered, not as a penalty, but as liquidated damages. Provided, however, that upon receipt of written notice from the Contractor of the existence of causes over which said Contractor has no control and which may delay the completion of the said work, the Owner may, at his discretion, extend the period herein before specified for the completion of said work and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the Contractor, will be allowed by the Owner, nor shall the Contractor do any work or furnish any materials not covered by these Specifications and Contract unless work is ordered in writing by the Owner, or his authorized representative. In no event will the Town of Somers be liable for any materials furnished or used, or for any work or labor done, unless said materials, work or labor are required of said Contractor on written order furnished by the said Owner or his authorized representative. It shall be a condition precedent that the Contractor present a written order from the Owner or his authorized representative in order to request payment for extra work or materials which may be done or furnished by the Contractor without such written order first being given, shall be at said Contractor's own risk, cost and expense and he hereby covenants and agrees that without such written order, he shall make no claim for compensation for work done or materials so furnished.

The Contractor further agrees that he and his Subcontractors shall permit the Town of Somers, or its duly authorized representatives, to examine and copy books and records of the Contractor.

The Contractor further agrees that he and his Subcontractors shall keep all their records relating to this contract until the expiration of three (3) years after final payment under this contract are made, or six (6) months after settlement of any disputes, which ever may be later.

The bond given by the Contractor, in the sum equal to the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, is hereby made a part hereof.

The Contractor further agrees to receive the prices set forth in the proposal sheets as full compensation for furnishing all materials and labor which may be required in the prosecution and completion of the work to be done under this Contract or agreement, and in all respects to complete said Contract to the satisfaction of the said Owner.

Witness

CONTRACTOR

By: (signature) _____

Printed Name: _____

Witness

By: _____

Timothy Keeney,
First Selectmen, Town of Somers

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ a _____
(Name of Contractor) (Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Insurance Company)

Of _____ State Of _____
(Address)

hereinafter called the "Surety", are held firmly bound unto the Town of Somers, CT,

hereinafter called the "Town" in the penal sum of _____
_____ Dollars, \$ _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Town, dated the _____
day of _____, 20 _____, a copy of which is hereto attached and made a
part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal)

(Principal) Secretary

BY: _____ (s)

(Address, Town, and Zip),

(Witness as to Principal)

(Address, Town, Zip)

(Surety)

ATTEST:

(Principal)

(Principal) Secretary

BY: _____ (s)

(Address, Town, and Zip),

(Witness as to Principal)

(Address, Town, Zip)

(Surety)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ a _____
(Name of Contractor) (Corporation, LLC, LLP, Partnership, Sole Proprietor)

Hereinafter called "Principal", and _____, of _____

State of _____, hereinafter called the "Surety", are held firmly bound
unto the Town of Somers, Connecticut, hereinafter called the "Town", in the penal sum of

_____ DOLLARS

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

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal entered into a certain Contract with the Town, dated the day of _____
_____, 20 _____, a copy of which is hereto attached and made a part hereof for
the WATCHAUG ROAD construction project consisting of drainage and re-paving.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such
Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants,
oil, gasoline, coal and coke, repairs on machinery, construction of such work, and all insurance premiums on said work,
or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an
original, this the _____ day of _____, 20_____.

ATTEST:

(Principal)

(Principal) Secretary

BY: _____ (s)

(Address, Town, and Zip),

(Witness as to Principal)

(Address, Town, Zip)

(Surety)

ATTEST:

(Principal)

(Principal) Secretary

BY: _____ (s)

(Address, Town, and Zip),

(Witness as to Principal)

(Address, Town, Zip)

(Surety)

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

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

Agreement: The written agreement between the Town and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein. -

Application for Payment:
The form accepted by the Director which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds: Bid, performance, and payment bonds, and other instruments of security.

Change Order: A written order to the Contractor signed by the Director authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), the Contractor's Bid (when attached as an exhibit to the Agreement), the Bonds, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings (as the same are more specifically identified in the Agreement), together with all Modifications issued after the execution of the Agreement.

Contract Price: The moneys payable by the Town to the Contractor under the Contract Documents as stated in the Agreement.

Contract Time: The number of days or the date stated in the Agreement for the completion of the Work.

Contractor: The person, firm, or corporation with whom the Town has entered into the Agreement.

Drawings: The drawings which show the character and scope of the Work to be performed, and which have been prepared or approved by the Director, and are referred to in the Contract Documents.

Effective Date of

the Agreement:	The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
Director:	The Director of Public Works or designated representative.
Field Order:	A written order issued by the Director which orders minor changes in the Work.
Notice of Award:	The written notice by the Town to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, the Town will sign and deliver the Agreement.
Notice to Proceed:	A written notice given by the Town to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligation under the Contract Documents.
Resident Project Representative:	The authorized representative of the Director who is assigned to the site, or any part thereof.
Shop Drawings:	All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by the Contractor, a subcontractor, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer, fabricator, supplier, or distributor and submitted by the Contractor to illustrate material or equipment for some portion of the Work.
Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
Subcontractor:	An individual, firm, or corporation having a direct contract with the Contractor with any other subcontractor for the performance of a part of the Work at the site.
Substantial Completion:	The work (or a specific part thereof) has progressed to the point where, in the opinion of the Director, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended.
Work:	The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2. GENERAL MATTERS

Delivery of Bonds:

When the Contractor delivers the executed Agreements to the Town, the Contractor shall also deliver to the Town such Bonds as the Contractor may be required to furnish.

Copies of Documents:

The Town shall furnish the Contractor with sufficient copies of the Contract Documents as are reasonably necessary for the execution of the Work.

Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence running on the effective date of the Agreement, or, if a Notice to Proceed is given on the day indicated in the Notice to Proceed.

Starting the Project:

The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Director any conflict, error, or discrepancy which the Contractor may discover.

Within seven days after the effective date of the Agreement, the Contractor shall submit to the Director for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.

Before any Work at the site is started, the Contractor shall deliver to the Director certificates of insurance which the Contractor is required to purchase and maintain and the Town shall deliver to the Contractor certificates of insurance requested by the Contractor which the Town is required to purchase and maintain.

Preconstruction Conference:

Before the Contractor starts the Work at the site, a conference may be required by the Director for review and acceptance of the schedules, to establish procedures for handling Shop Drawings and other submittals, for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

3. CONTRACT DOCUMENTS; INTENT AND REUSE

Intent:

The Contract Documents comprise the entire Agreement between the Town and the Contractor concerning the Work.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Director in writing at once and before proceeding with the Work affected thereby.

It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specified or by implication, shall mean the latest standard specification, manual, or code in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Town, the Contractor, or the Director, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by the Director.

The Agreement shall be governed by the laws of the State of Connecticut.

Reuse of Documents:

Neither the Contractor nor any subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Director, and they shall not reuse any of them on any other project without written consent of the Town and the Director and specific written verification by the Director.

4. AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

Availability of Lands:

The Town shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands for temporary construction facilities or storage of materials and equipment.

Unforeseen Physical Conditions:

The Contractor shall promptly notify the Director in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. The Director will promptly review those conditions and determine if further investigation or tests are necessary. If the Director finds that the results of

such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

Reference Points:

The Town shall provide surveys for construction to establish reference points, which in its judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of the Town. The Contractor shall report to the Director whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

5. BONDS AND INSURANCE

Performance and Other Bonds:

The Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. All Bonds shall be in the forms prescribed by the bidding documents and be executed by such Sureties as are licensed to conduct business in the State of Connecticut and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Connecticut or it ceases to meet the requirements of the above paragraph, the Contractor shall within five days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Town.

Contractor's Liability Insurance:

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under worker's or workmen's compensation, disability benefits, and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible

property, including loss of use resulting there from; and

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided in the Supplemental Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty days' prior written notice has been given to the Town and the Director. All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work.

Contractual Liability Insurance:

The comprehensive general liability insurance required above will include contractual liability insurance applicable to the Contractor's obligations.

Town's Liability Insurance:

The Town shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect the Town against claims which may arise from operations under the Contract Documents.

Property Insurance:

Unless otherwise provided in the Supplemental Conditions, the Town shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplemental Conditions or required by law). This insurance shall include the interests of the Town, the Contractor, and subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplemental Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of Directors, architects, attorneys, and other professionals).

The Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or subcontractors in the Work to the extent of any deductible amounts. If the Contractor wishes property insurance coverage within the limits of such amounts, the Contractor may purchase and maintain it at his own expense.

Waiver of Rights:

The Town and the Contractor waive all rights against each other and the subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Town as trustee. The Contractor shall require written waivers from each subcontractor; each such waiver will be in favor of all other parties enumerated

in this paragraph.

Receipt and Application of Proceeds:

Any insured loss under the policies of insurance required shall be adjusted with the Town and made payable to the Town as trustee for the insured's, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Town shall deposit in a separate account any money so received, and it shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

The Town as trustee shall have power to adjust and settle any loss with the insurers, unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the Town's exercise of this power. If such objection were made, the Town as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach.

Acceptance of Insurance:

If the Town has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor on the basis of its not complying with the Contract Documents, the Town will notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the Town. If the Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by the Town on the basis of their not complying with the Contract Documents, the Contractor will notify the Town in writing thereof within ten days of the date of delivery of such certificates to the Contractor. The Town and the Contractor will each provide to the other such additional information in respect to insurance provided by him as the other may reasonably request. Failure by the Town or the Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

Partial Utilization - Property Insurance:

If the Town finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the work, such use or occupancy may be accomplished; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

6. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor shall assign to the project a competent field superintendent. The superintendent shall spend sufficient time at the site as necessary to insure that work is proceeding efficiently and in accordance with the Contract Documents.

The superintendent shall not be replaced, except on a temporary basis because of sickness, vacations, etc. without written notice to the Director.

The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Labor, Materials, and Equipment:

The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplemental Conditions, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Director's written consent.

The Contractor shall furnish all materials, equipment, labor, transportation, construction, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Director, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.

Equivalent Materials and Equipment:

Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Director if sufficient information is submitted by the Contractor to allow the Director to determine that the material or equipment proposed is equivalent to that named. The procedure for review by Director will be as follows:

Requests for review of substitute items of material and equipment will not be accepted by the Director from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment the Contractor shall make written application to the Director for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as

that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Director in evaluating the proposed substitute. The Director may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Director will be the sole judge of acceptability, and no substitute will be ordered or installed without the Director's prior written acceptance.

The Director will record time required by the Director and the Director's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Drawings or Specifications occasioned thereby. Whether or not the Director accepts a proposed substitute, the Contractor shall reimburse the Town for the charges of the Director and Director's consultants for evaluating any proposed substitute.

Concerning Subcontractors:

The Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom the Town may have reasonable objection. A subcontractor or other person or organization identified in writing to the Town by the Contractor prior to the Notice of Award will be deemed acceptable to the Town. Acceptance of any subcontractor, other person, or organization by the Town shall not constitute a waiver of any right of the Town to reject defective Work. If the Town or Director after due investigation has reasonable objection to any subcontractor, other person, or organization proposed by the Contractor after the Notice of Award, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order shall be issued. The Contractor shall not be required to employ any subcontractor, other person, or organization against whom the Contractor has reasonable objection.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the Town to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. The Town or the Director may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the Town and the Director and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including

attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

An encroachment permit for work within the State right-of-way shall be obtained by the Contractor as Contractor's expense from the Connecticut Department of Transportation.

Laws and Regulations:

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor shall give the Director prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Director, the Contractor shall bear all costs arising therefrom.

Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Town. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Taxes:

No amount shall be included in the bid price for Connecticut State Sales Tax or for Federal Excise and Transportation Taxes.

Record Documents:

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director for examination and shall be delivered to the Director upon completion of the Work.

Safety Protection:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

all employees on the Work and other persons who may be affected thereby,

all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify the Town of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Director.

Emergencies:

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Director or the Town, is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the Director prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples:

After checking and verifying all field measurements, the Contractor shall submit to the Director for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Director may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Director to review the information as required.

The Contractor shall also submit to the Director for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been

checked by and stamped with the approval of the Contractor and identified as the Director may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Director to review the information as required.

The Contractor shall also submit to the Director for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

At the time of each submission, the Contractor shall in writing call the Director's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

The Director will review and approve with reasonable promptness Shop Drawings and samples, but the Director's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to measurements, dimensions, means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Director and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Director on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Director that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Director.

The Director's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents, unless the Contractor has in writing called the Director's attention to such deviation at the time of submission and the Director has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Director relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

Continuing the Work:

The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the Town. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Town may otherwise agree in writing.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and the Director and their agents and employees from and against all claims, damages, losses, and

expenses including but not limited to attorney's fees arising out of the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Town or the Director or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation of the amount of type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

7. WORK BY OTHERS

The Town may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the Town, utility service companies, and the other contractors who are parties to such direct contract reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other Contractor or utility service company, the Contractor shall inspect and promptly report to the Director in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as if and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Director and the others whose work will be affected.

If the performance of additional work by other contractors or utility service companies or the Town was not noted in the Contract Documents, written notice thereof shall be given the Contractor prior to starting any such additional work.

8. TOWN'S RESPONSIBILITIES

The Town shall issue all communications to the Contractor through the Director.

The Town shall furnish the data required of the Town under the Contract Documents promptly and shall make payments to the Contractor promptly after they are approved in accordance with the provisions of the Supplemental Conditions.

9. DIRECTOR'S STATUS DURING CONSTRUCTION

Town Representative:

The Director shall be the Town's representative during the construction period. The duties and responsibilities and the limitations of authority of the Director as the Town's representative during construction are set forth in the Contract Documents and shall not be extended without the consent of the Town and the Director.

Visits to Site:

The Director or his representative shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Clarifications and Interpretations:

The Director shall issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as the Director may determine necessary.

Rejecting Defective Work:

The Director shall have authority to disapprove or reject Work which is defective, and shall also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed.

Decisions on Disagreements:

The Director shall be the interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred to the Director in writing with a request for a formal decision in accordance with this paragraph, which the Director shall render in writing within a reasonable time.

Limitations on the Director's Responsibilities:

Neither the Director's authority to act under the Contract Documents nor any decision made by the Director in good faith either to exercise or not exercise such authority shall give rise to any duty of responsibility of the Director to the Contractor, any subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever the Contract Documents the terms "as ordered", "as directed", "as reasonable", "suitable", "acceptable", "allowed", or "proper", or "satisfactory" or adjectives of like effect are used, to describe requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective never indicates that the Director shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of the following:

The Director will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

The Director will not be responsible for the acts or omissions of the Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the Work.

10. CHANGES IN THE WORK

Without invalidating the Agreement, the Town may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The Director may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Town and also on the Contractor who shall perform the change promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, he shall notify the Director promptly in writing.

Additional Work performed without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Town.

11. CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Town and the Director within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Director allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by the Director and after reviewing the Director's recommendation and any other related information, the Town shall determine and approve any appropriate change in the Contract Price. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the

Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined as follows):

Cost of the Work:

The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Town such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Town and the Contractor. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Town. When in the opinion of the Director it becomes necessary to perform work outside regular working hours or to employ additional labor in order to maintain the Contractor's progress schedule, the Contractor shall do so without extra compensation.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the subcontractors for Work performed by subcontractors. If required by the Town, the Contractor shall obtain competitive bids from subcontractors acceptable to the Contractor and shall deliver such bids to the Town who will then determine, with the advice of the Director, which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of the Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract

Documents in so far as applicable.

Costs of special consultants (including, but not limited to Directors, architects, testing laboratories, and surveyors) employed for services specifically related to the Work.

Supplemental costs including the following:

The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Director, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

The cost of utilities, fuel, and sanitary facilities at the site.

Cost of premiums for additional Bonds and insurance required because of changes in the Work. The term Cost of the Work shall not include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Directors, architects, estimators, lawyers, auditors, accountants, purchasing, and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the site or in his principal or a branch office for general administration of the Work - all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials, or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically included.

Contractor's Fee:

The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

A mutually acceptable fixed fee; or if none can be agreed upon, a fee based on the following percentages of the various portion of the Cost of the Work:

for Payroll and material costs, the Contractor's Fee shall be ten percent (10%), for subcontractor costs, the Contractor's Fee shall be five percent (5%); and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to the subcontractor as a fee for overhead and profit shall be ten percent (10%), and no fee shall be payable on the basis of any other costs.

The amount of credit to be allowed by the Contractor to the Town for any such change which results in a net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Prices:

Whenever the cost of any Work is to be determined pursuant to the above paragraphs, the Contractor will submit in for acceptable to the Director an itemized cost breakdown together with supporting data.

Cash Allowances:

It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers, or distributors and for such sums within the limit of the allowances as may be acceptable to the Director. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract price includes such sums as the Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

12. CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Director within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence, unless the Director allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be reviewed by the Director and after reviewing the Director's recommendation and any other related information, the Town shall determine and approve any appropriate change in the Contract Time. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore. Such delays may include, but not be limited to, acts or neglect by the Town or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

13. WARRANTY AND GUARANTEE; TESTS AND INSPECTION; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

The Contractor warrants and guarantees to the Town and the Director that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted.

Access to Work:

The Director and the Director's representatives, other representatives of the Town, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection, and testing. The Contractor shall provide proper and safe conditions for such access.

Test and Inspections:

The Contractor shall give the Director timely notice of readiness of the Work for all required inspections, tests, or approvals.

If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Director the required certificates of inspection, testing, or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Town's or the Director's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

All inspections, tests, or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to the Director and the Contractor.

If any Work that is to be inspected, tested, or approved is covered without written concurrence of the Director, it must, if requested by the Director, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Director timely notice of the Contractor's intention to cover such Work and the Director has not acted with reasonable promptness in response to such notice.

Neither observations by the Director nor inspections, tests, or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

If any Work is covered contrary to the request of the Director, it must, if requested by the

Director, be uncovered for the Director's observation and replaced at the Contractor's expense.

If the Director considers it necessary or advisable that covered Work be observed by the Director or inspected or tested by others, the Contractor, at the Director's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services.

Town May Stop the Work:

If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, the Director may order the Contractor to Stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to Stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other party.

Correction or Removal of Defective Work:

If required by the Director, the Contractor shall promptly, without cost to the Town and as specified by the Director, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Director, remove it from the site and replace it with non-defective Work.

One-Year Correction Period:

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Town and in accordance with the Town's written instructions, either correct such defective Work, or if it has been rejected by the Town, remove it from the site and replace it with non-defective Work.

Where it is required for the Contractor to repair, replace, resurface, reseed, replant or to modify, alter, add, or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance, or operation, such operations shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs, schedules, and reports shall be maintained to reflect these items and their redress. If the Contractor does not promptly comply with the terms of such instruction, or in an emergency where delay would cause serious risk of loss or damage, the Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the Town prefers to accept it, the Town may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; if the acceptance occurs after such final payment, an appropriate amount shall be paid by the Contractor to the Town.

Town May Correct Defective Work:

If the Contractor fails within a reasonable time after written notice of the Director to proceed to correct defective Work or to remove and replace rejected Work as required by the Director, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), the Town may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph the Town shall proceed expeditiously to the extent necessary to complete corrective and remedial action, the Town may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Town, the Town's representatives, agents and employees such access to the site as may be necessary to enable the Town to exercise its rights under this paragraph. All direct and indirect costs of the Town in exercising such rights shall be charged against the Contractor in an amount verified by the Director, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the Town of the Town rights hereunder.

14. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules:

At least ten days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Director a progress schedule, a final schedule of Shop Drawing submission, and where applicable, a schedule of values of the Work. These schedules shall be satisfactorily in form and substance to the Director. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payment during construction. Upon acceptance of the schedule of values by the Director, it shall be incorporated into a form of Application for Payment acceptable to the Director.

Application for Progress Payment:

At least ten days before each progress payment falls due (but not more often than once a month), the Contractor shall submit to the Director for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as the Director may reasonably require. Each subsequent Application for Payment shall include an affidavit of the Contractor stating that all previous progress payment received on account of the

Work have been applied to discharge in full all of the Contractor's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Contract Documents.

Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for payment, whether incorporated in the project or not, will pass to the Town at the time of payment free and clear of all liens, claims, security interests, and encumbrances.

Review of Applications for Progress Payment:

The Director will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Town, or return the Application to the Contractor indicating in writing the Director's reasons for refusing the recommended payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.

The Director may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the Director's opinion to protect the Town from loss because:

the Work is defective, or completed Work has been damaged requiring correction or replacement, written claims have been made against the Town in connection with the Work, the Contract Price has been reduced, the Town has been required to correct defective Work or complete the Work,

of the Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents, and/or

the Contractor's failure to make payment to subcontractors, or to make payment for labor, materials, or equipment.

Substantial Completion:

When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Director, certify that the entire Work is substantially complete and request that the Director issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contractor and Director shall make an inspection of the Work to determine the status of completion. If the Director does not consider the Work substantially complete, the Director will notify the Contractor in writing giving his reasons therefore. If the Director considers the Work substantially complete, the Director will prepare certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

The Town shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Town shall allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

Use by the Town of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

The Town at any time may request the Contractor in writing to permit the Town to use any part of the Work which the Town believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor will certify to the Town and the Director that said part of the Work is substantially complete and request the Director to issue a certificate of Substantial Completion for that part for the Work. Within a reasonable time thereafter, the Contractor and Director shall make an inspection of that part of the Work to determine its status of completion. If the Director does not consider that part of the Work to be substantially complete, the Director will notify the Contractor in writing giving his reasons therefore. If the Director considers that part of the Work to be substantially complete, the Director will execute and deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment.

In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, the Town may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, the Town and Contractor have agreed as to the division of responsibilities between the Town and Contractor for security, operation, safety, maintenance, correction period, heat, utilities, and insurance with respect to such facility.

Final Inspection:

Upon written notice from the Contractor that the Work is complete, the Director will make a final inspection with the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After the Contractor has completed all such corrections to the satisfaction of the Director and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Director has indicated that the work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as the Director may reasonably require, together with complete and legally effective releases or waivers (satisfactory to the Town) of all claims arising out of or filed in connection with the Work. In lieu thereof and as approved by the Town, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material, and equipment for which a claim could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Town or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment.

Final Payment and Acceptance:

If, on the basis of the Director's observation of the Work during construction and final inspection, and the Director's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, the Director is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, the Director will, within ten days after receipt of the final Application for Payment, process the Application for payment. Otherwise, the Director will return the Application to the Contractor, indicating in writing the reasons for refusing to process final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application.

Contractor's Continuing Obligation

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Director, nor the issuance of a certificate of Substantial Completion, nor any payment by the Town to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Town, nor any act of acceptance by the Town nor any failure to do so, nor the issuance of a notice of acceptability by the Director, nor any correction of defective Work by the Town shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

The making and acceptance of final payment shall constitute:

A waiver of claims by the Town against the Contractor except for claims arising from unsettled debts, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; and it shall not constitute a waiver by the Town of any rights in respect of the Contractor's continuing obligations under the Contract Documents, and a waiver of all claims by the Contractor against the Town other than those previously made in writing and still unsettled.

15. SUSPENSION OF WORK AND TERMINATION

The Town May Terminate:

Upon the occurrence of any one or more of the following events: if the

Contractor is adjudged a bankrupt or insolvent,
if the Contractor makes a general assignment of the benefit of creditors,

if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property,

if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,

if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment,

if the Contractor repeatedly fails to make prompt payments to the subcontractors or for labor, materials, or equipment,

if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction,

if the Contractor disregards the authority of the Director, or

if the Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The Town may after giving the Contractor and his Surety seven days' written notice, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work, incorporate in the Work all materials and equipment stored at the site or for which the Town has paid the Contractor but which are stored elsewhere, and finish the Work as the Town may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Town. Such costs incurred by the Town shall be incorporated in a Change Order, but in finishing the Work the Town shall not be required to obtain the lowest figure for the Work performed.

Where the Contractor's services have been so terminated by the Town, the termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Town will not release the Contractor from liability.

Upon seven days' written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable expenses.

Contractor May Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Town or under an order of court or other public authority, or the Director fails to act on an Application for Payment within thirty days after it is submitted, or the Town fails for sixty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon fourteen days' written notice to the Town and the Director, terminate the Agreement and recover from the Town payment for all Work executed and any expense sustained. In addition and in lieu of terminating the Agreement, if the Director has failed to act on an Application for Payment or the Town has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Town and the Director Stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of his obligations to carry on the Work in accordance with progress schedule and without delay during disputes and disagreements with the Town.

16. MISCELLANEOUS

Giving Notice:

Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

Should the Town or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other part or of any of the other party's employees or agents or others for whose acts the other part is legally liable, claim shall be made in writing to the other part within a reasonable time of the first observance of such injury or damage.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and all of the rights and remedies available to the Town and the Director there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Non-Discrimination:

The Contractor shall agree and warrant that in the performance of the contract, he will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, religious creed, age, marital status, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor shall further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of Section 4-11a of the Connecticut General Statutes as amended.

SPECIAL PROVISIONS – WATCHAUG ROAD

Special Condition: The Town of Somers will allow the closing of Watchaug Road at this location from July 3, 2022 until August 19, 2022 for this project. At all other times, alternating one-way traffic shall be maintained as a minimum. Arranging for Somers Police for traffic control, if required, is the responsibility of the Contractor. Payment for the Police services, if required, will be the responsibility of the Town of Somers. Police services usage will be approved by the Director prior to arranging for the services.

Bid Prices: All work for this project shall be performed for the bid prices as shown on the Proposal Forms. The work shall include all materials, equipment and labor to supply, install and complete the improvements as shown on the Contract Drawings and specified herein.

Should the Contractor have any questions regarding the scope of work to be included within the bid prices, said questions shall be directed to the Director in writing ten days in advance of the bid date to allow for a proper response.

All work shall be completed in accordance with the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004.

Bid Items:

1. **Mobilization** This item shall consist of all work necessary for the movement of personnel and equipment to and from the project site necessary to complete the project.
2. **Construction Stakeout** The work under this item shall consist of all construction layout and reference staking necessary for the proper control and satisfactory completion of all work on the project, except property lines, highway lines, or non-access lines.
3. **Cut Bituminous Concrete Pavement** The work under this item shall consist of all equipment and labor necessary to make a clean saw cut and seal joints along the existing paved areas, where shown on the plans or as directed by the Director.
4. **6" Perforated U-Drain Pipe (North Side)** The work under this item shall consist of all machinery, equipment and labor necessary to excavate and install 6" U-Drain, backfilled with 3" crushed stone. The excavated materials shall be removed from the site and disposed of by the Contractor.
5. **3" Crushed Stone (South Side)** The work under this item shall include all labor, material and equipment necessary to excavate existing stone and replace with 3" crushed stone over existing pipe.
6. **Fine Grading the Base** The work under this item shall include all labor, material and equipment necessary to fine grade the existing base material in preparation for paving.
7. **Bituminous Concrete 2" Class 1 Binder Course** The work under this item shall include all labor, material and equipment necessary to furnish, place and compact 2" (final compacted thickness) Class 1 binder course of bituminous concrete.
8. **Bituminous Concrete 1.5" Class 2 Top Course** The work under this item shall include all labor, material and equipment necessary to furnish, place and compact 1.5" (final compacted thickness) Class 2 binder course of bituminous concrete.

9. Topsoil, Seed, Fertilizer and Mulch - 4" The work under this item shall consist of furnishing, placing and shaping and compacting at least 4" of screened and acceptable topsoil, furnishing and placing Fertilizer and Mulch in all disturbed areas as directed by and acceptable to the Director.

10. Maintenance and Protection of Traffic The work on this item shall consist of all signage, cones and anything else necessary to safely allow for two way traffic on the northerly and southerly section of Watchaug Road, one section at a time. The contractor is required to arrange for Police Services if necessary and approved by the Director. The Town will be responsible for the payment to the Police for their services.

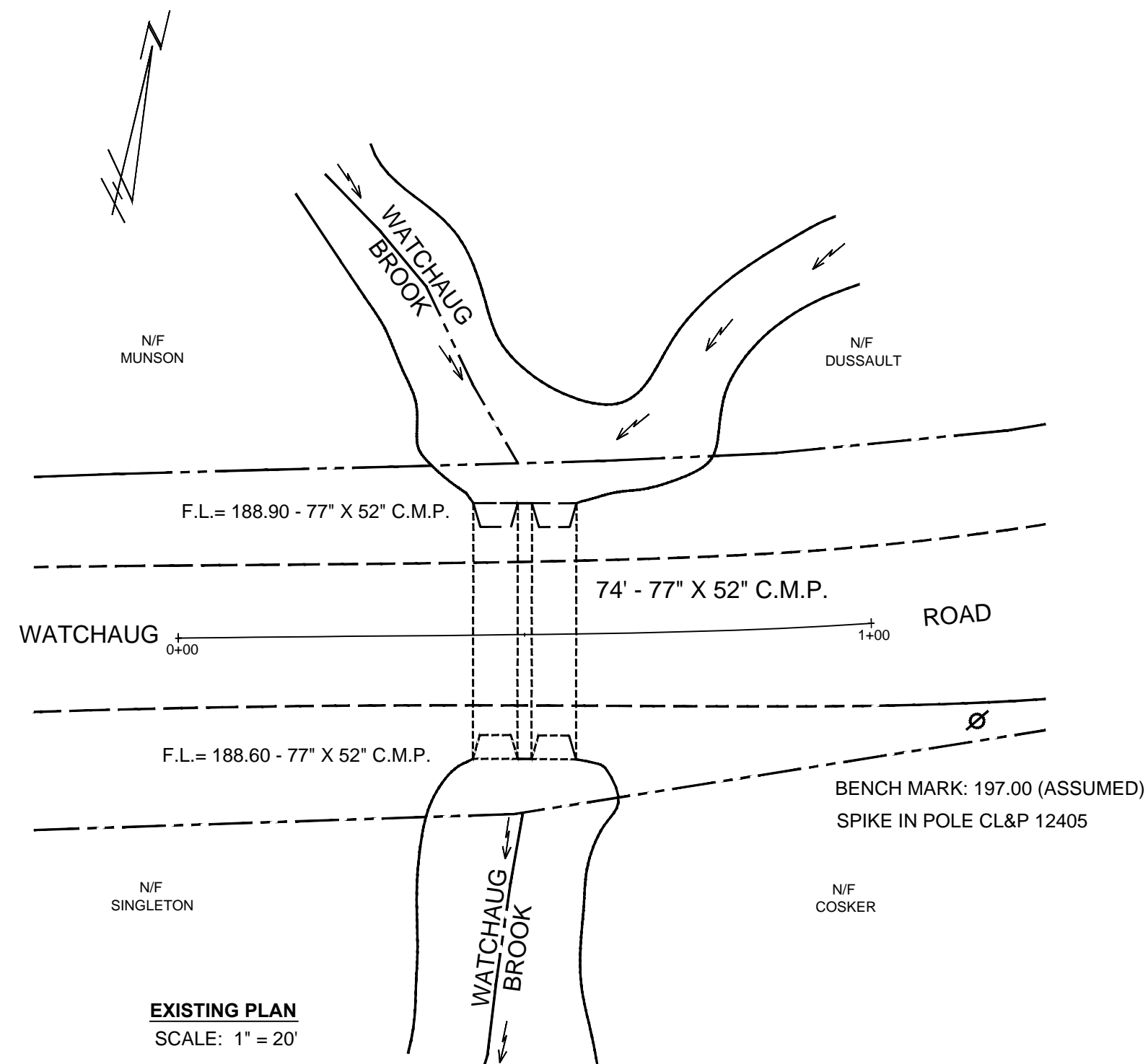
NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

The Contractor must be aware of existing utilities located within the project limits. The Contractor will be responsible for satisfactory repairs to any utilities damaged due to the construction project.

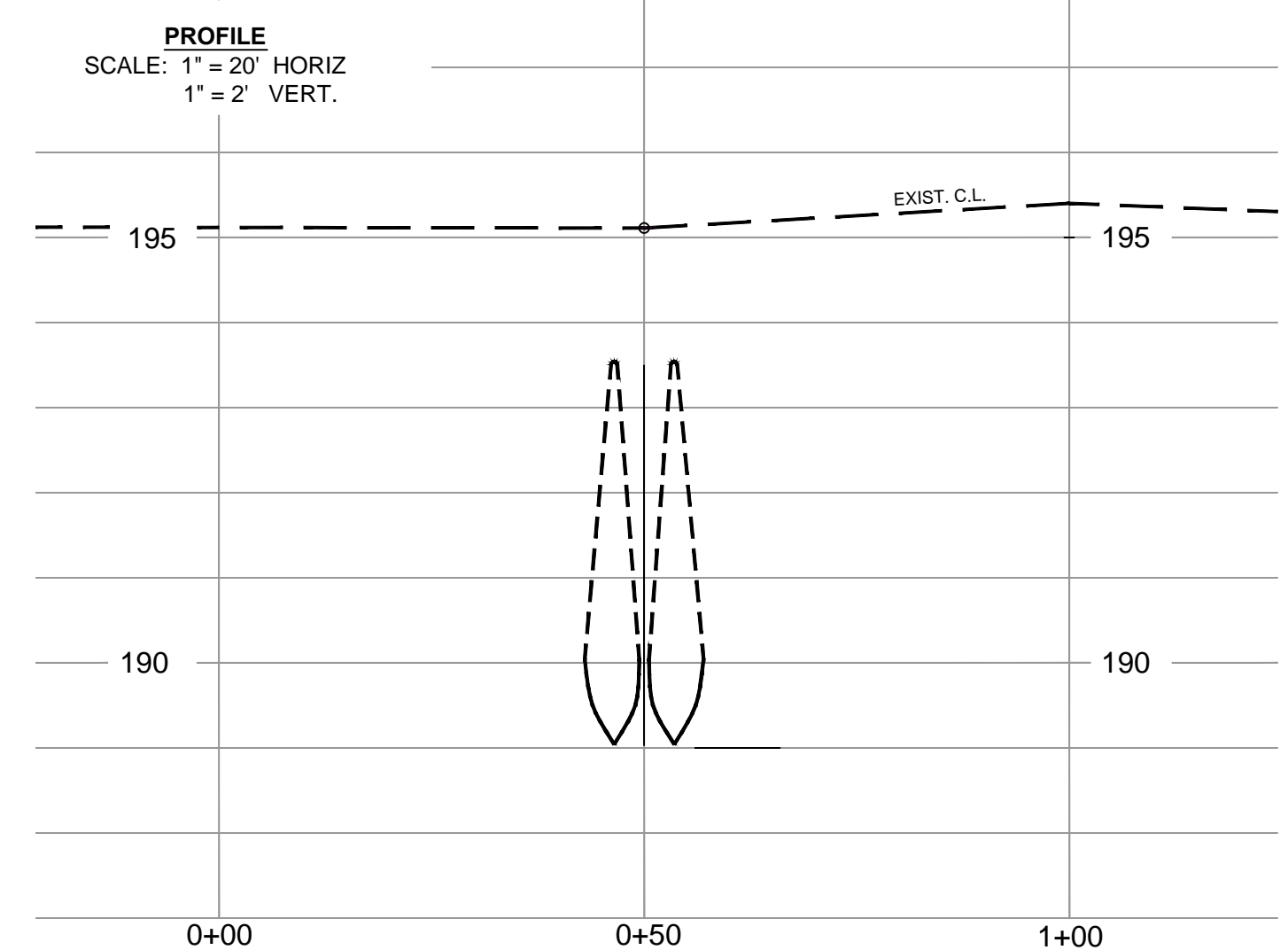
Coordination with public and private utility companies will be required at the onset of construction. The Contractor will be required to reset or adjust all utility boxes within the limits of the project prior to paving. The utility companies will provide the necessary risers, rings or adjustable sleeves at no cost to the Contractor.

TOWN OF SOMERS CONTACT PERSON

Todd Rolland
Director of Public Works
600 Main Street
Somers, CT 06071
860-763-8218
trolland@somersct.gov

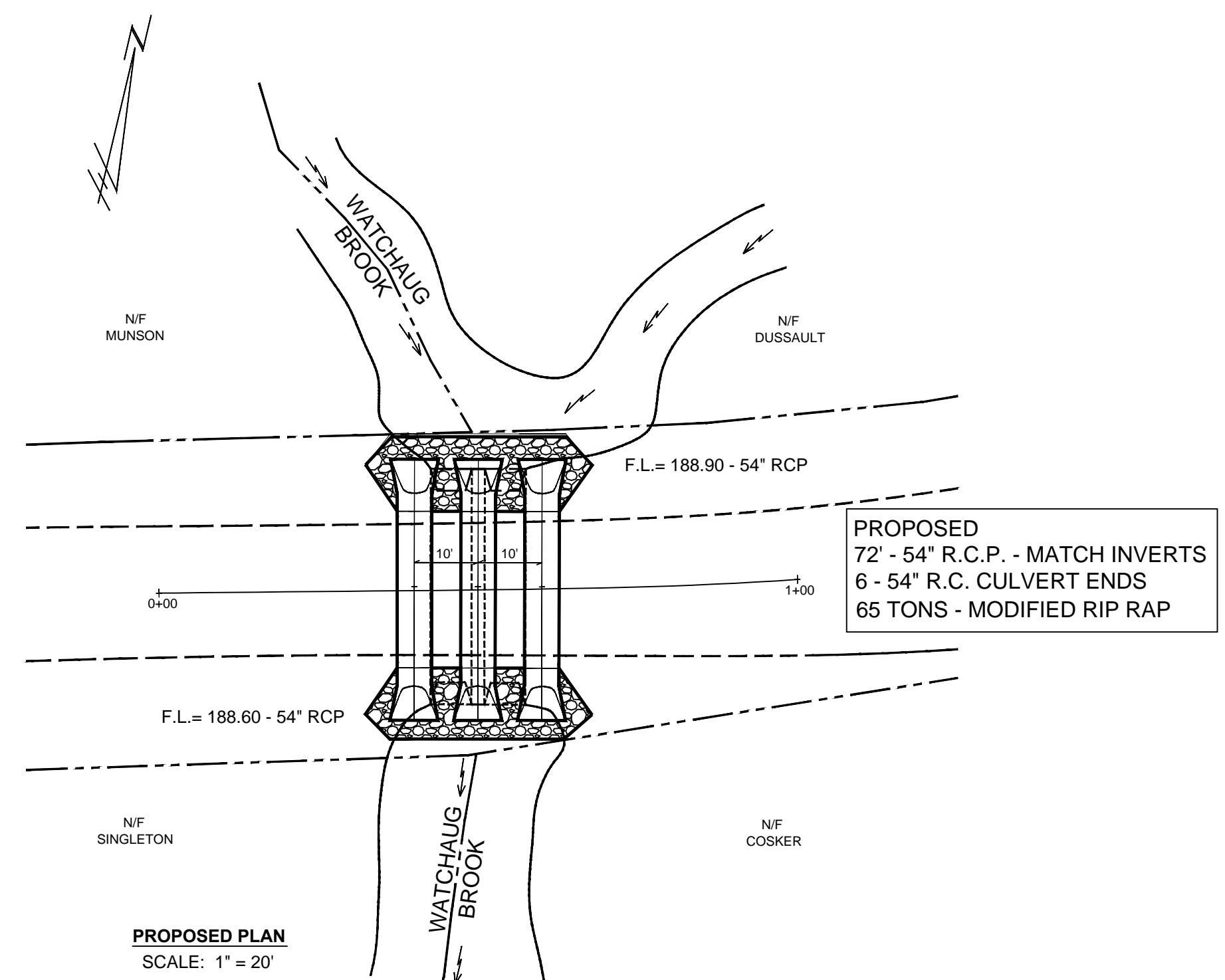


EXISTING PLAN
SCALE: 1" = 20'

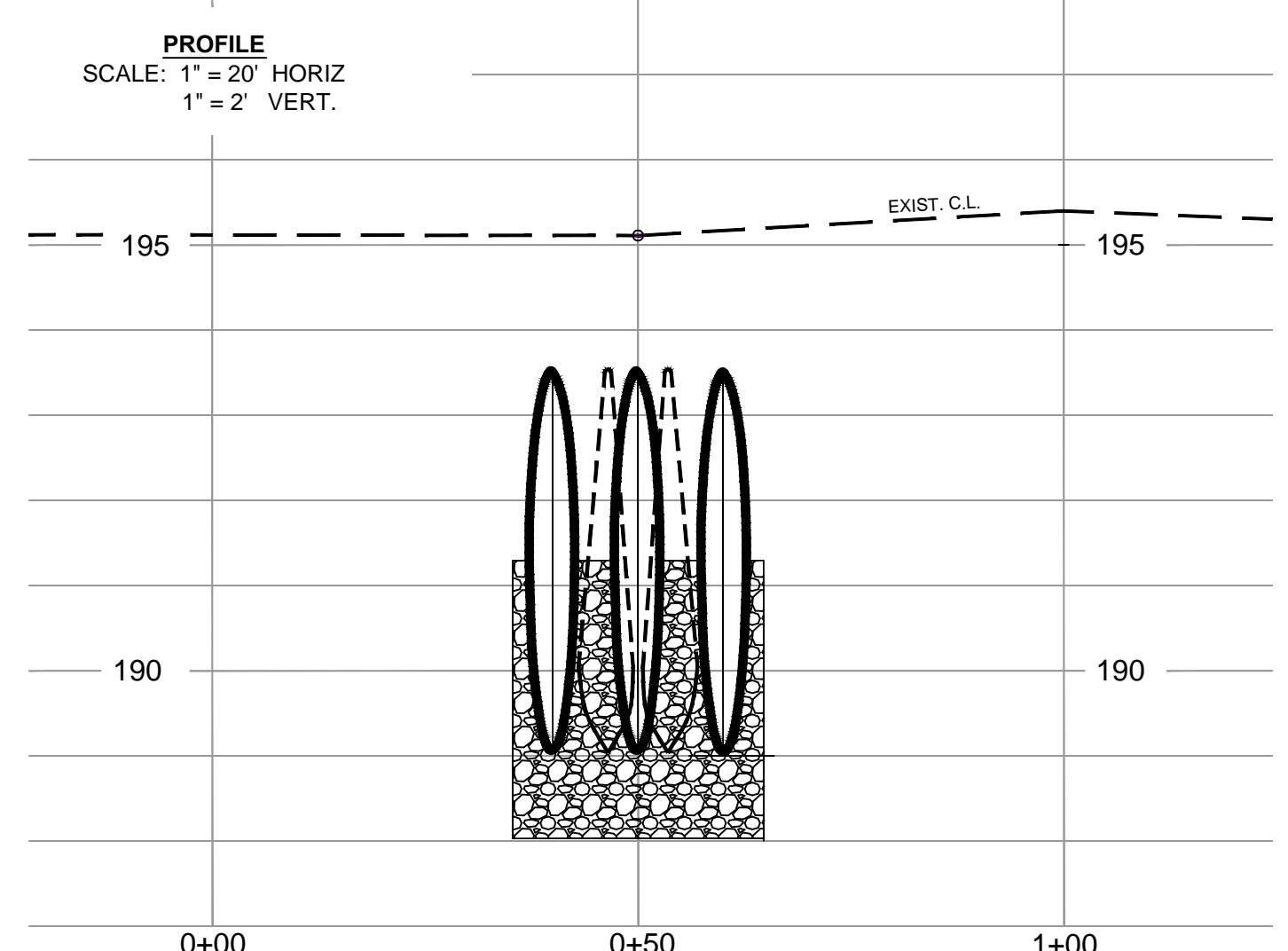


PROFILE
SCALE: 1" = 20' HORIZ
1" = 2' VERT.

EXISTING



PROPOSED PLAN
SCALE: 1" = 20'



PROFILE
SCALE: 1" = 20' HORIZ
1" = 2' VERT.

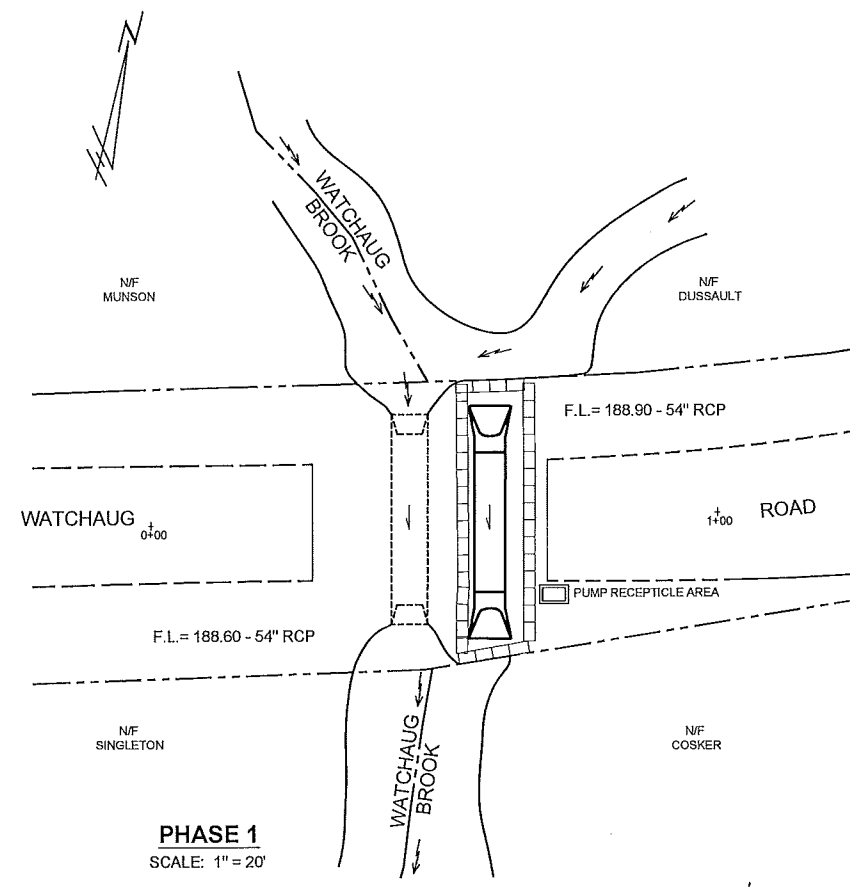
PROPOSED

CERTIFIED SUBSTANTIALLY CORRECT

JEFFREY S. BORD, P.E., L.S., CT LIC. NO. 14857 DATE

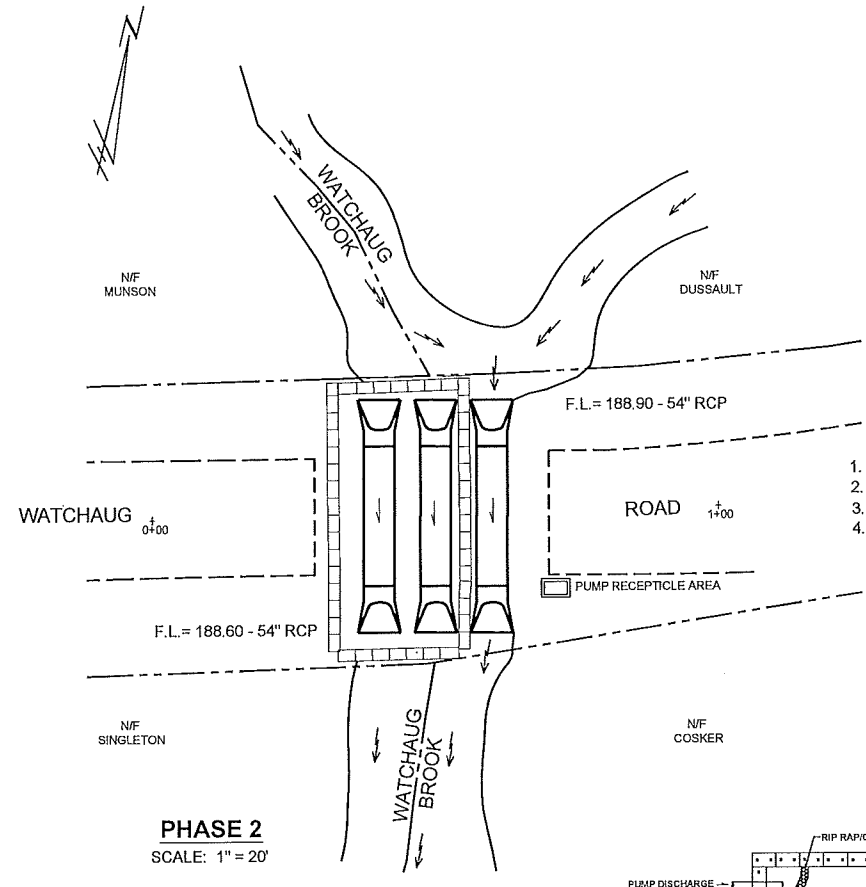
TOWN OF SOMERS
WATCHAUG BROOK
CULVERT REPLACEMENT PROJECT

SCALE: AS SHOWN DATE: SEPTEMBER 2, 2020



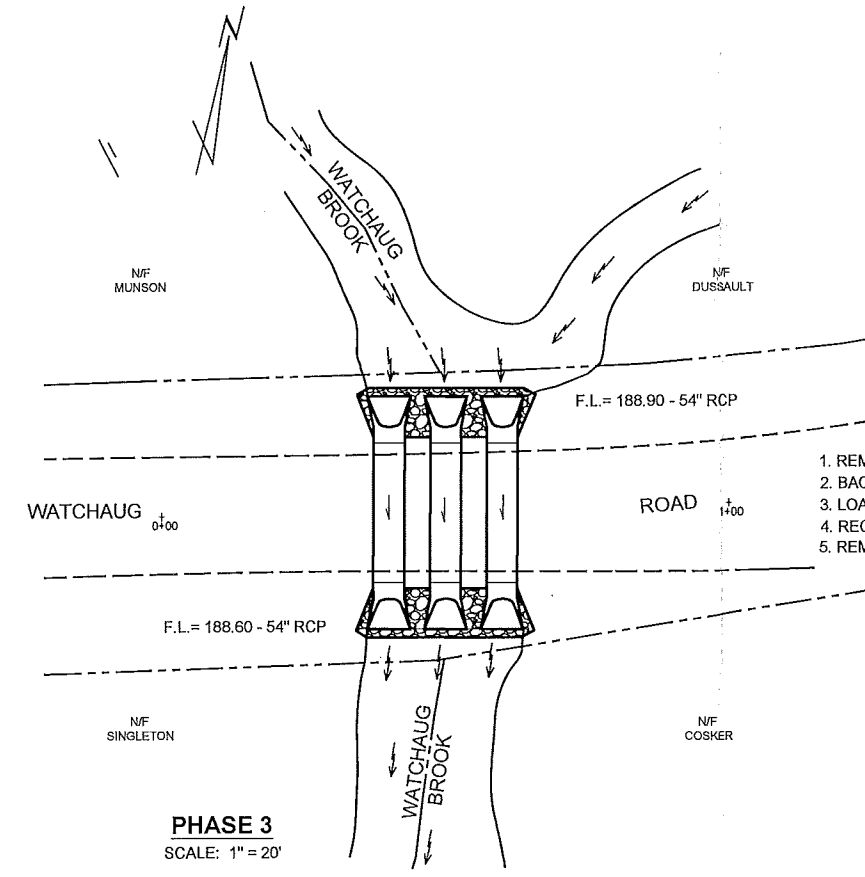
PHASE 1
SCALE: 1" = 20'

- PHASE 1**
1. INSTALL DETOUR SIGNS AND BARRICADES
 2. SAW CUT AND REMOVE PAVEMENT
 3. INSTALL COFFER DAMS & PUMP RECEPTICLE
 4. REMOVE EXISTING EASTERLY PIPE
 5. INSTALL PROPOSED RIP RAP



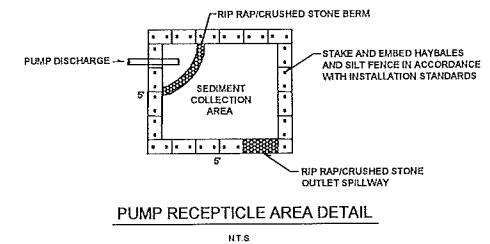
PHASE 2
SCALE: 1" = 20'

- PHASE 2**
1. RELOCATE COFFER DAMS
 2. REMOVE EXISTING WESTERLY PIPE
 3. INSTALL PROPOSED TWO WESTERLY PIPES
 4. INSTALL PROPOSED RIP RAP

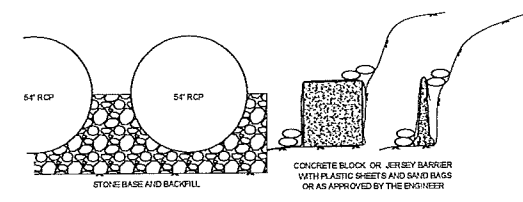


PHASE 3
SCALE: 1" = 20'

- PHASE 3**
1. REMOVE COFFER DAMS
 2. BACKFILL PIPES
 3. LOAM SEED FERTILIZE AND MULCH DISTURBED AREAS
 4. RECONSTRUCT ROAD TO TOWN STANDARDS
 5. REMOVE BARRICADES



PUMP RECEPTICLE AREA DETAIL
N.T.S.



COFFER DAM DETAIL
N.T.S.

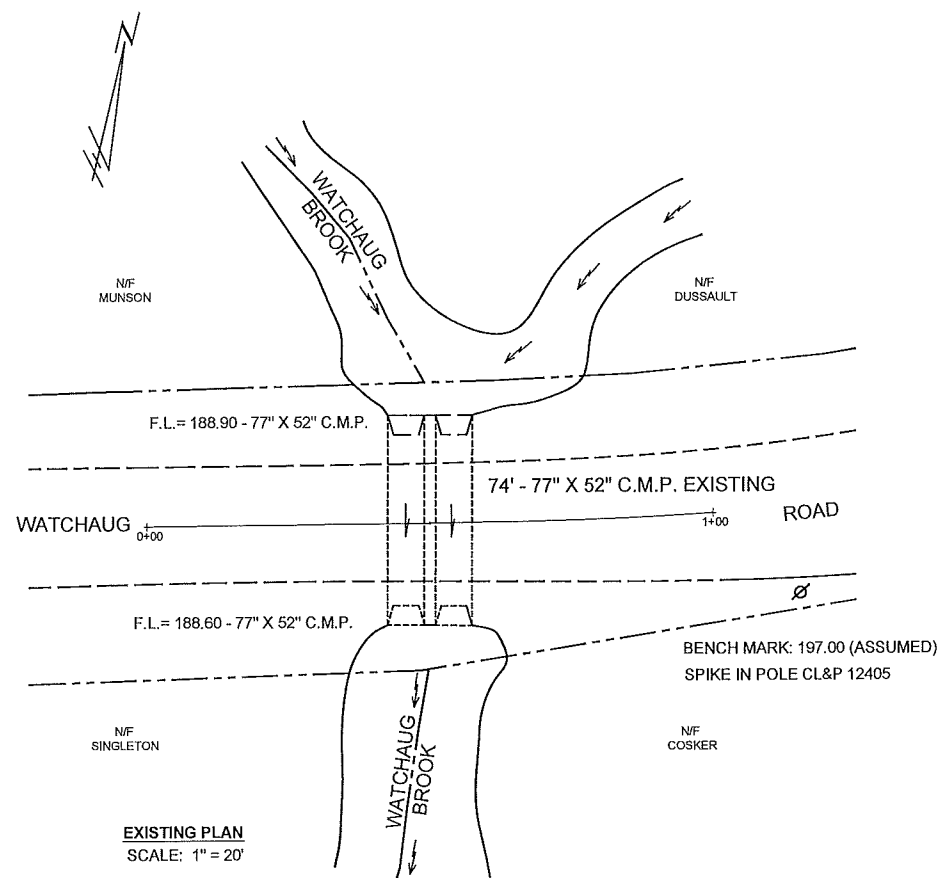
CERTIFIED SUBSTANTIALLY CORRECT

JEFFREY S. BORD, P.E., L.S., CT LIC. NO. 14857 DATE

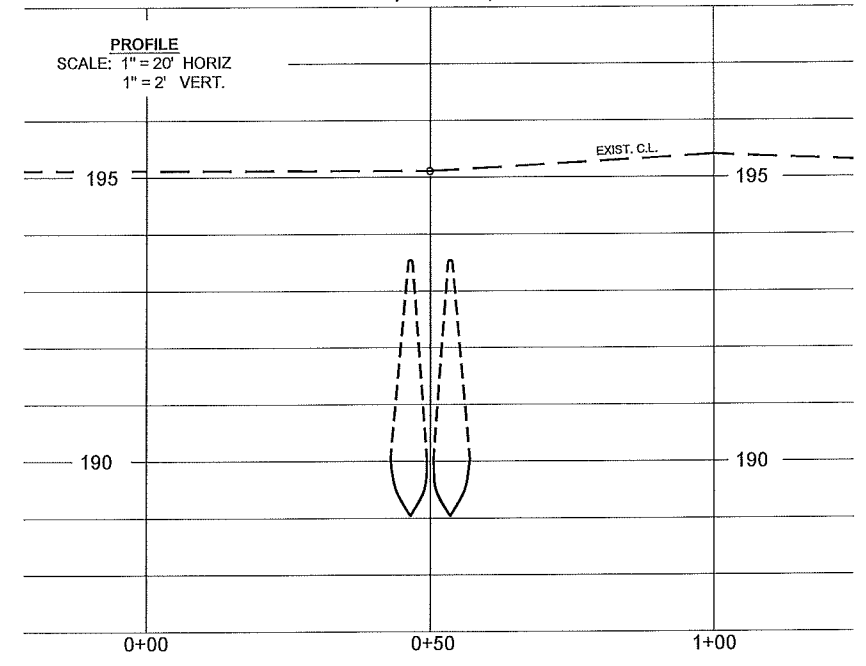
**CONSTRUCTION STAGING
AND
WATER HANDLING
PLAN**

**TOWN OF SOMERS
WATCHAUG BROOK
CULVERT REPLACEMENT PROJECT**

SCALE: AS SHOWN DATE: APRIL 28, 2021
SHEET 2 OF 2

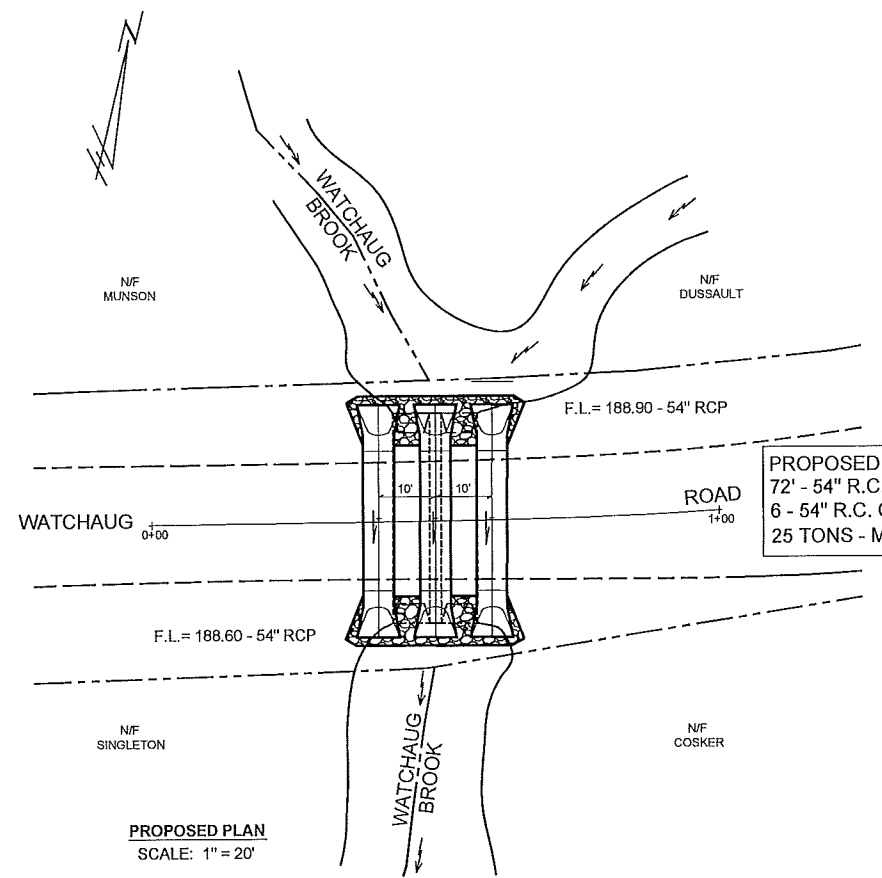


EXISTING PLAN
SCALE: 1" = 20'



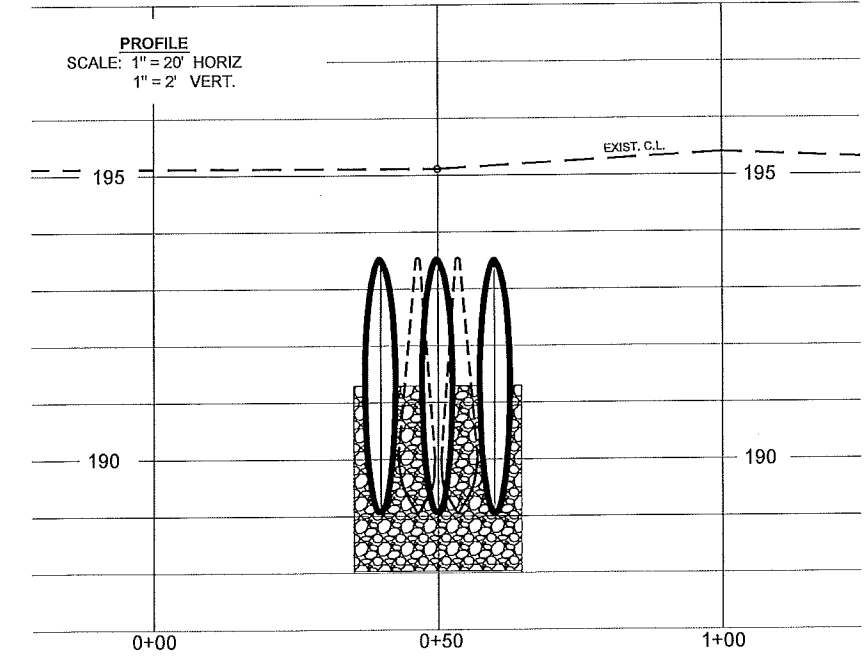
PROFILE
SCALE: 1" = 20' HORIZ
1" = 2' VERT.

EXISTING



PROPOSED
72' - 54" R.C.P. - MATCH INVERTS
6 - 54" R.C. CULVERT ENDS
25 TONS - MODIFIED RIP RAP

PROPOSED PLAN
SCALE: 1" = 20'



PROFILE
SCALE: 1" = 20' HORIZ
1" = 2' VERT.

PROPOSED

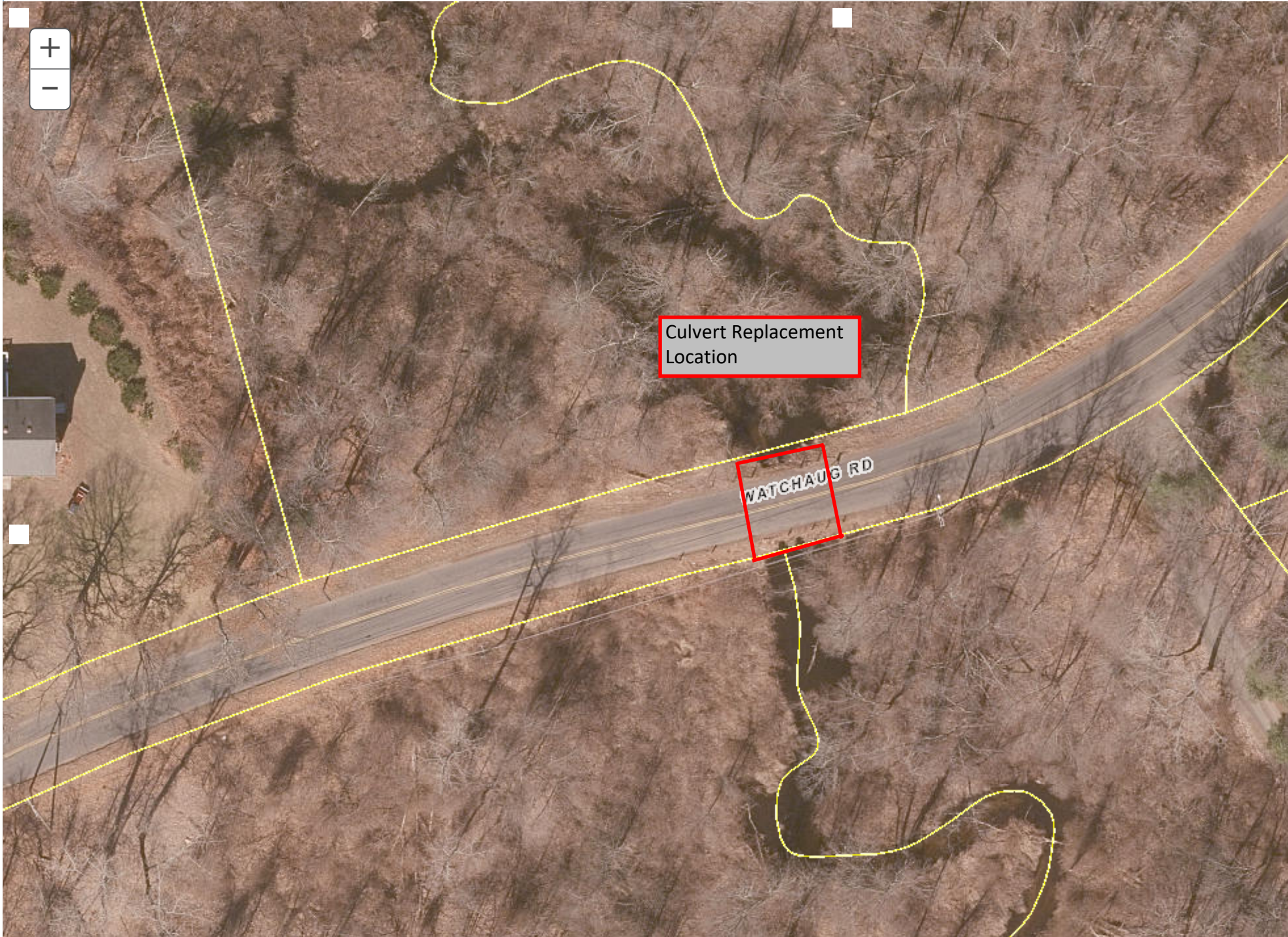
CERTIFIED SUBSTANTIALLY CORRECT

JEFFREY S. BORD, P.E., L.S., CT LIC. NO. 14857 DATE

TOWN OF SOMERS
WATCHAUG BROOK
CULVERT REPLACEMENT PROJECT

REVISED APRIL 7, 2021

SCALE: AS SHOWN DATE: SEPTEMBER 2, 2020
SHEET 1 OF 2



Culvert Replacement Location

WATCHAUG RD