TOWN OF WATERTOWN  
WATERTOWN, CONNECTICUT  

NOTICE OF RE-BID  

Handicap Accessible Building Entrance and Ramp  
Watertown Municipal Center  

Sealed bids are invited and will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut, until **11:00 a.m. Thursday, December 5, 2013** at which time and place they will be publicly opened and read aloud for furnishing a Handicap Accessible Building Entrance and Ramp to the new Municipal Center.

The Information for Bidders, Form of Bid, Plans, Specifications, Form of Performance and Payment Bonds, and other contract documents may be obtained or examined at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795 or by accessing the Town of Watertown’s website at [http://www.watertownct.org](http://www.watertownct.org). Proposals must be submitted on the forms provided and in a sealed envelope plainly marked “**Bid – Municipal Center Entrance**”.

Plan documents in PDF format are available on the website. Full size print plan may be obtained at the Engineering Office, 61 Echo Lake Road, Watertown, CT upon a non-refundable payment of $5.00 each.

All bidders are required to attend a **Mandatory Pre-Bid meeting** for the purpose of viewing the proposed scope of services required, and obtaining information relating to the proposed project. The meeting is scheduled for **10:00 a.m, Friday, November 15, 2013** at the Municipal Center, 61 Echo Lake Road, Watertown, CT. No additional viewing appointments will be scheduled. Only bidders who attend the pre-bid will be allowed to submit proposals for this project.

The Town of Watertown shall require the payment of **prevailing rates of wages** in accordance with the wage section of the Connecticut General Statutes 31-53, 93-392 and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Statutes as amended.

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informality; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.
All bids will be considered valid for a period of sixty (60) days.

Carol Z. Roman
Purchasing Agent
Town of Watertown
INFORMATION FOR BIDDERS

TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

Handicap Accessible Building Entrance and Ramp
Watertown Municipal Center

BID OPENING: 11:00 a.m. Thursday, December 5, 2013

PROPOSALS RECEIVED
All bids must be in a sealed envelope and received prior to 11:00 a.m. Thursday, December 5, 2013 at the office of the Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS
Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Town Hall Annex, 424 Main Street, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS
All proposals and literature shall be submitted IN DUPLICATE on the proposal form, which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.
Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at http://www.adobe.com/products/acrobat/readstep.html.

Response summaries will be available online at http://www.watertownct.org on the day of the bid opening.

Responses delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.
- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder's electronic transmission is not received by the Town in a timely fashion, or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

INCURRING COSTS
The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

FAMILIARITY WITH THE WORK
Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all material, labor and equipment necessary to carry out the work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

Where exploration or inspection data is shown on the Plans and/or specifications or made available to the Bidder, it is understood that such data where obtained in the usual manner and with reasonable care and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the data has been correctly indicated, and the Bidder is cautioned to take into account that conditions affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics relating to this project. The Bidder agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the
work, or any other concession, because of any interpretations or misunderstanding on his part of this bid, or because of any failure on his part to fully acquaint himself with all conditions relating to the work. Permission for making borings, test pits, destructive tests or other investigations of subsurface conditions will be arranged for by the bidder upon receipt of a written approval by the Town.

CONSIDERATION OF PRIOR SERVICE
Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS
Addenda information will be available online at http://www.watertownct.org. Adobe Acrobat® Reader may be required to view this document. It is strongly suggest that Bidders check for any addenda a minimum of forty eight hours in advance of the bid deadline.

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

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation should be in writing addressed (duplicate copy) to the Town of Watertown, Purchasing Agent, 424 Main Street, Watertown, Connecticut 06795, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective Bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretations shall not relieve any Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of the bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.
An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as “no substitutions.” The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

**QUOTATION LIMITATION**

Bidders shall offer only ONE ITEM AND PRICE for each line item bid. If an or equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

**ESTIMATE OF WORK**

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

**SAMPLES**

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

**WITHDRAWAL OF BID**

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:00 a.m. Thursday, December 5, 2013**. The successful agent/broker shall not withdraw, cancel or modify their proposal.

**BID SECURITY**

Bid Security is not required for this project.
PERFORMANCE BONDS / PAYMENT BONDS
A performance bond is required and shall be in the amount of 100% of the bid award, in the name of the "Town of Watertown", in the form and with a surety company approved by the State Commissioner of banking and insurance, and issued within ten (10) calendar days of the bid award date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. This financial instrument shall be for the faithful performance of the contract, and shall be used at the sole discretion of the Town of Watertown to pay liquidated Damages for failure or refusal to perform in accordance with the contract. No withdrawals shall be made until after five (5) calendar days notice of noncompliance with the contract is sent by certified U.S. Mail. This in no way limits further actions the Town of Watertown may take.

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

EXECUTION OF CONTRACT
The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Purchasing Agent of the Town of Watertown, with the sureties offered by him or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State, in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the President and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect so to do, the Town may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Town. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

SUBCONTRACTORS
- Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
- Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar, as is practical in the performance of this project.
QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work upon receipt of the signed Purchase Order unless the Town shall authorize or direct a further delay.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

PAYMENT

The successful bidder shall execute three (3) copies of the contract agreements. Monthly payments to the Bidder shall be made on ninety-five percent (95%) of the value of work completed, materials and supplies delivered to the site and properly stored. The successful Bidder for this project shall be
required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment, and at time of final payment, prior to any payment made.

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as NET, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:
   Town of Watertown
   424 Main Street
   Watertown, CT 06795

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.
SALES TAX
Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY
The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES
The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

PREVAILING WAGE RATES
The Town of Watertown shall require the payment of prevailing rates of wages in accordance with the wage section of the Connecticut General Statues 31-53, 93-392 and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Statutes as amended.

AWARD
The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:
- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the
Town of Watertown in awarding this bid.

- To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent’s decision shall be final.

**INSURANCE**

A. **General:**
The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder’s obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder’s responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown, its employees, departments, boards, committees and commissions, as an additional insured on all contracts except Worker’s Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder’s insurance representative(s).

B. **Specific Requirements:**

1. **Workers’ Compensation Insurance**
The Bidder shall provide Workers’ Compensation Insurance required by law and the Employer’s Liability Insurance for at least the amounts of liability for Bodily Injury by accident of $100,000 each accident; Bodily Injury by Disease each employee of $100,000; Bodily Injury by Disease, policy limit of $500,000.

2. **Commercial General Liability Insurance**
The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of $1,000,000 is required. The Aggregate Limit will be not less than $1,000,000.
(3) **Business Automobile Liability Insurance**
The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of $1,000,000 is required. “Any Auto” (symbol 1 or equivalent) is required.

C. **Hold Harmless & Subcontractor’s Requirements:**
The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown, its employees, departments, boards, committees and commissions, be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. **Other Data:**
NOTE 1: If Bidder is only a vendore shipping goods via Common Carrier only, General Liability is required.
NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.
NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

**GUARANTEE**
The bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.
REPAIRS FOR ONE (1) YEAR
The bidder's attention is especially directed to the Guarantee Section of the contract whereby two percent (2%) of the Contract amount will be retained for making repairs on the work, as may be required, during the guarantee period of one (1) year after the date of the final estimate.

PERMITS
When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The cost of local building permits will be assessed at twenty-six cents per one thousand dollars of construction value as declared on the building permit application pursuant to State of Connecticut Statute Sec. 29-263 by the Town of Watertown. The successful contractor will be responsible for payment to the Town of Watertown Building Inspection Department.

NONDISCRIMINATION IN EMPLOYMENT
The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

DISPUTE RESOLUTION
1. **Mandatory Negotiation.**
   The parties agree that they will attempt to negotiate in good faith any dispute of any nature arising under this agreement. The parties shall negotiate in good faith at not less than two (2) negotiation sessions prior to seeking any resolution of any dispute by any means under Dispute Resolution provisions contained herein below. Each party shall have the right to legal representation at any such negotiation session.

2. **Mandatory Mediation.**
   Any dispute or question arising under the provisions of this agreement, which has not been resolved under the mandatory negotiation provision, shall be submitted to non-binding mediation before one (1) mediator agreed upon by the parties or appointed by the American Arbitration Association. Mediation proceedings shall take place at any suitable location in Watertown, Connecticut and shall be conducted in accordance with the rules and procedures of the mediation then applicable of the American Arbitration Association. If an independent mediator is agreed upon by the parties, said independent mediator shall establish the rules of such mediation. Each party shall pay one half of all costs and expenses of such mediation. The parties shall use their best efforts to reach a good faith resolution of said dispute within ninety (90) days after the commencement of the mediation proceedings. Any decision of the mediator shall not be binding upon the parties except by agreement of the parties.
3. **Election to Begin Court Proceedings.**
   Provided the parties have completed the mandatory negotiation proceedings and the foregoing provisions with respect to mediation notwithstanding, if either party determines that mediation is not an appropriate means to settle any such dispute, such party shall have the right to commence judicial proceedings for the purpose of settling any such dispute.

**MECHANICS LIEN WAIVERS**
The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment, and/or at time of final payment, prior to any payment made.

**MANDATORY PRE-BID CONSTRUCTION MEETING**
All bidders are required to attend a Pre-Bid meeting for the purpose of viewing the proposed scope of services required, and obtaining information relating to the proposed project. The meeting is scheduled for **10:00 a.m, Friday, November 15, 2013** at the Municipal Center, 61 Echo Lake Road, Watertown, CT. No additional viewing appointments will be scheduled. Only bidders who attend the pre-bid will be allowed to submit proposals for this project.

For further technical or administrative information contact Carol Z. Roman, Purchasing Agent at (860) 945-5260 or via email at roman@watertownct.org.
Scope of Work
The Contractor shall provide all labor, superintendence, materials, plant, tools and equipment necessary for properly constructing the Handicap Accessible Building Entrance and Ramp to the Watertown Municipal Center and all other work necessary for the proper completion of the project as shown on the Contract Drawings and specified herein within the time stipulated.

Standards
Whenever reference is made in this Contract to the Standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of the advertisement for bids.

Abbreviations are defined as follows:

- ASTM - American Society for Testing and Materials
- ANSI - American National Standards Institute
- ASA - American Standards Association
- ACI - American Concrete Institute
- AASHTO - American Association of State Highway and Transportation Officials
- ASME - American Society of Mechanical Engineers
- IEEE - Institute of Electrical and Electronics Engineers
- AWWA - American Water Works Association
- ACPA - American Concrete Pipe Association

Lines and Grades
The Engineer will establish all principal benchmarks and lines and grades required for the work and will make the surveys and measurements necessary for determining pay quantities. All intermediate lines, grades, and measurements required for the construction details shall be laid out by the Contractor and he shall be responsible for their accuracy. The Contractor shall provide such facilities and men as may be necessary for the Engineer to check lines and grade points placed by the Contractor. All material required for grade stakes shall be furnished by the Contractor and after the required lines and grades have been established thereon, they shall be properly protected to prevent movement or displacement. The Contractor shall keep a transit and leveling instrument on or near the site at all times and a skilled instrument man, employed or obtained whenever necessary, for layout of all locations, dimensions, and levels, and no data, other than the information contained in
the Drawings, Specifications, and written orders of the Engineer, shall justify departure from the dimensions and levels required by the Drawings.

Contract Drawings and Working Drawings
The work is shown on the accompanying Contract Drawings. Such additional working drawings, as required because of changes or to provide greater detail, will be provided by the Engineer.

Alterations
The Engineer may make alterations to the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in the Contract under the section entitled Extra Work.

Planimeter
The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

Contractor’s Schedule of Operations
The Contractor shall submit, within then (10) days of the date of the Notice to Proceed, a preliminary schedule of operations for the project to the Engineer for approval. The approved preliminary schedule shall be used to prepare a detailed schedule of the principal construction events including all proposed purchase and delivery dates for items with critical delivery times. A supplemental bar graph shall also be prepared based on this construction schedule. The detailed schedule and supplemental bar graph shall be submitted within ten (10) days of the date of the Notice to Proceed.

The status of the project shall be evaluated monthly by the Contractor and shall be compared to the original schedule which shall be revised, if necessary, and reissued.

Coordination with Other Contractors and Utilities
During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others.

Cost Breakdown
Prior to the first estimate for payment to the Contractor, the Contractor shall submit to the Engineer for approval a detailed cost breakdown of the various amounts to be paid for within each Lump Sum Item, as applicable. It shall also include, but not necessarily be limited to, proportional amounts of bonds, insurance, and miscellaneous works which are to be paid for throughout the life of the Contract, and which are not specifically included for payment under other Items and/or Division of the Contract.
Estimated Quantities
To aid the Engineer in determining quantities to be paid for, the Contractor shall, whenever requested, give the Engineer access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

Payment for Miscellaneous Work
No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plant, and services, including Contractor’s office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, clean up, and the like, or other items specified under these General Requirements, unless payment therefor has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

Extra Work
The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Engineer, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alterations thereto.

All extra work and materials shall be ordered in writing by the Engineer, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally if the extra work requires additional cost, a purchase order must be issued prior to work commencing, as required by Section 707 of the Watertown Town Charter. If an additional appropriation in excess of $25,000.00 is required, a special town meeting must be held to appropriate the funds in accordance with Section 704 of the Watertown Town Charter. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Town shall be paid, nor is the Town liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:
  • an agreed upon lump sum price, or
  • the reasonable cost, as determined by the Engineer, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.
The **Contractor** agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The **Contractor** shall give the **Engineer** access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the **Engineer** before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

**Drawings and Information to be Furnished by the Contractor**

For materials and equipment not supplied by the Owner, the Contractor shall promptly furnish to the Engineer, for his information, three (3) copies of drawings in detail of the materials, equipment, piping, and structural details for any part of the work for which Drawings are not to be issued by the Engineer. Before placing orders for any manufactured item or part of structure, he shall also submit three (3) copies, for approval, of detailed lists and descriptions of the various materials, fixtures, fittings, supplies which he proposes to use in the work, and also the names of individuals or companies who propose to furnish or manufacture the same. Copies of results of all tests of materials and equipment shall be furnished by the Contractor immediately following the performance of required tests.

Prior to the submittal of shop drawings, the Contractor shall check, approve, initial, and date the drawings and shall also indicate by reference the Specification and/or Plan which covers the item. Submittals will be returned to the Contractor if they have not been properly processed by him.

Approval by the Engineer of shop drawings for any material, apparatus, device, and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from the responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviation.

In the event the Contractor obtains the Engineer’s approval for the material, manufactured items, or equipment, other than that which is shown on the Plans or specified herein, the Contractor shall, at his own expense, make any changes as required in the structures, buildings, piping, or any other portion of the work necessary to accommodate the approved material, manufactured item, or equipment.

**Contract Limits**

The Contractor shall confine his activities to within street lines, easements, and rights-of-way.

The Contractor shall take particular care to protect trees and shrubs and private personal property. He shall make good any damage to the satisfaction of the Engineer.
The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of-way, except when written permission is secured from the owner of said property and a copy delivered to the Engineer. The Contractor shall be held responsible for all damages or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Engineer, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hours notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under this Contract.

The Owner will obtain photographs and/or video tape recordings of the site prior to the start of work under this Contract and Agreement. These photographs and/or recordings will be used to judge the conditions of the site during the course of the work and the adequacy of restoration of the site after completion of the work.

**Work in Easements**
Not applicable in this Contract

**Cleaning up Site**
During the progress of the work, the Contractor shall keep the construction area in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish and temporary structures, and restore all property in an acceptable manner and leave the whole area in a neat and presentable condition.

**Storage of Materials**
Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms and covered or stored in a suitable building, as directed by the Engineer. Stored materials shall be located so as to facilitate prompt inspections.

Materials and equipment supplied by the Owner shall be jointly inspected by the Owner and the Contractor and shall, upon acceptance by the Contractor, become the Contractor’s responsibility to make good any damage to the materials and equipment until they have been incorporated and accepted in the work.
Removal of Condemned Materials
The Contractor shall immediately remove all rejected and condemned materials of any kind brought to or incorporated in the work from the site of the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

Hauling Materials
Before starting any work the Contractor shall arrange for the use of routes of travel for hauling materials, including surplus earth and rock, with the Municipal or State Officials having jurisdiction that will result in minimum inconvenience to the traveling public. Routs of travel so scheduled shall be adhered to throughout the course of the work, unless otherwise approved.

Accommodation of Traffic
During the progress of the work, all streets shall be kept open for the passage of traffic and pedestrians and shall not be obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks, and areas of roadway shall be closed as short a time as possible while work is in progress and passage shall be restored by the close of work every day, by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the street open for traffic and shall give advance notice to the Fire and Police Departments, and the Board of Education of his proposed street operations. He further agrees to be responsible for all legal notices to the public concerning the state of the roads while the work is in progress.

Warning signs shall be provided along all streets while work is in progress and, where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided as required to protect life and property. Where trenches have been cut in streets on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the street is safe for travel. All such work and operations shall be in accordance with requirements of the Owner and the Specification herein. The use of unauthorized or unapproved signs, barricades, or traffic delineators will not be permitted.

The Contractor shall construct and maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians and vehicles. Ingress and egress to private property, satisfactory to the Engineer, shall be continuously provided.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Specifications, the Engineer may immediately and without notice arrange for furnishing, installing and maintaining barricades or lights and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.
The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor’s failure to protect the public.

The Engineer and the Chief of Police will determine the need for uniformed police officers for traffic control. If uniformed police officers are deemed necessary, the cost of the officers will be borne by the Town, unless otherwise specified.

**Temporary Roads (if required)**
The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way, as are necessary for transportation of materials and equipment. Where such roads are on private property he shall obtain permission for their construction and use and pay all costs pertaining thereto.

**Dust Control**
The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operations. Approved methods applicable to various parts of the work, such as application of water spray or calcium chloride, shall be employed. This also applies to maintaining temporary paving nuisance-free until permanent paving is placed. The area of construction along roadways shall be broom swept each day after completion of the day’s work and the application of water as necessary, all at no additional cost to the Owner.

**Working Conditions**
In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall comply with all safety and sanitary rules, laws and regulations.

**Work in Inclement Weather**
During freezing, stormy or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

**Working Hours**
The Contractor’s working schedule shall be confined to a five (5) day week, Monday through Friday, and the working day shall be confined between the hours of 7:00 a.m. and 6:00 p.m. current local time.

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m. except as necessary or the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night, the Engineer shall be informed at least 24 hours in advance of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.
**Emergency Work**

The Contractor shall file, with the Public Works, Fire and Police Departments of the Town of Watertown, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety.

This person shall be readily available and have full authority to deal with any emergency that may occur.

**Environmental Compliance**

A. **General**

This section of the Contract is provided to identify those construction activities or other activities under the Town’s control or jurisdiction which may have a negative effect on the environment, including the Town’s native waters and natural resources, and to prevent or minimize any damage to the environment which might result from such activities, both during and following the completion of any transportation project.

This section reinforces those environmental protection requirements which the Contractor is bound to meet under the terms of the Contract, or under Federal, State or Local laws and regulations. If a Contractor fails to comply with environmental provisions of the Contract or law, the Contractor shall be penalized as provided in this Section and as provided elsewhere in this Contract.

B. **Compliance with Laws and Regulations.**

The Contractor shall at all times conduct his operations in conformity with all Federal, State and Local permit requirements concerning water, air or noise pollution or the disposal of contaminated or hazardous materials, Permit requirements include but are not limited to those established by regulations administered by the United States Coast Guard, the U.S. Army Corps of Engineers and the U.S. Environmental Protection.

Appropriate permits shall be required for all activities associated with or incidental to the Contractor’s operations including, but not limited to, those on the Project site and in all adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, and any other temporary staging areas. The Contractor shall be responsible for, and hold the Town harmless from, any penalties or fines which may be assessed by any authority due to the Contractor’s failure to comply with the terms of all applicable permit requirements.

The Town will submit all applications and obtain all permits required for Contract work within the limits shown on the plans or identified elsewhere in the Contract documents. The Contractor shall transfer the Watertown Conservation permit from the name of the Town to his own name. A copy of the permit application and the permit are attached.

Any request by the Contractor for authorization of activities or methods not specifically called for by the Contract, plans, applications submitted or applicable permits issued for the Project must be
submitted by the Contractor in writing to the Engineer, and must include a detailed description of the proposed activities or methods, the justification for those activities and supporting documentation showing the proposed activity or method will not create risks of damage to the environment. If such proposal is accepted by the Engineer, the Town will process an application to the appropriate regulatory agency or agencies for any permit amendment, modification, revision or new permit required for the Contractor to carry out the additional activities or implement the changed methods on the Project. The Town does not, however, guarantee that it will be able to obtain the desired permit amendment, modification or revision, and the Town will not be liable for the effects of any inability to do so. No extension of time will be granted as a result of the contractor’s request to perform work not authorized as part of the established permit requirements. If the amendment, modification, or revision of the permit is not necessary for the Contractor to perform the work as required by the original Contract or as subsequently ordered by the Engineer, then no claim may be made by the Contractor based on the amount of time taken by the Town to review the Contractor’s proposal, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be implemented until and unless the Engineer approves in writing the Contractor’s request.

In case of failure on the part of the Contractor to perform pollution control work as determined by the Engineer, the Engineer may, upon 24 hours written notice, arrange for the performance of the work by approved forces and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other State contract.

C. Water Pollution Control
1. The Contractor shall, throughout the life of the contract, control and abate siltation, sedimentation and pollution of all waters, under ground water systems, inland wetlands, and navigable waters for work appearing on the plans. Temporary construction methods proposed by the Contractor shall also conform to all application or permit requirements. The Contractor shall assume responsibility for all obligations and costs incurred under the terms and conditions of such permit applications or permits.

The Contractor shall obtain any permits and pay any fees required for the performance of work which is not included in the original Contract or which is to be done outside the Project limits but which is proposed in the fulfillment of his Contract obligations including, but no limited to, the removal of material from, deposition of materials in, obstruction of, construction within, alteration or pollution of any inland wetland, navigable water, streams, ponds, lakes, water supplies or other water bodies.

2. The following items may be superseded by specific permits from the Connecticut Department of Environmental Protection (DEP) or the Watertown Conservation Agency (WCA). The Contractor shall not make any design changes in the Contract work which requires a variance from the requirements of the following items until and unless the Contractor has first submitted a detailed written proposal for such changes to the Engineer for review by the Department and for transmittal to and review by the DEP and/or the WCA and then received approval form the Town of the proposed variances.
BEST MANAGEMENT PRACTICES

1. No construction shall proceed until erosion and sedimentation control plans, prepared by the Contractor, have been submitted in writing and approved by the Engineer, and until such controls have been installed as the Engineer directs. Such plans shall be consistent with the Connecticut Council on Soil & Water Conservation document “Connecticut Guidelines for Soil Erosion and Sediment Control,” as revised and the 2004 Connecticut Stormwater Quality Manual, which are available from the Connecticut Department of Environmental Protection, and with the Department document “On Site Mitigation for Construction Activities,” as revised.

2. Refueling of equipment or machinery within 8 m of any wetland or watercourse shall be allowed only with the approval of the Engineer.

3. No construction shall proceed until a written proposal of methods to prevent construction debris, paint, spent blast materials, or other materials from entering the wetland or watercourse has been submitted by the Contractor to the Engineer and approved by the Engineer, and such methods have been implemented as the Engineer directs. These materials shall be collected and disposed of in an environmentally safe manner in accordance with all applicable Federal, State and local laws and regulations. The Engineer may order the Contractor to cease such activity temporarily if, in the judgment of the Engineer, wind or storm conditions threaten to cause the deposit of such materials into a waterway.

4. No materials resulting from construction activities shall be placed in or allowed to contribute to the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with Connecticut General Statutes, including but not limited to Sections 22a-207 through 22a-209.

5. Fording of streams with equipment shall be prohibited, except as approved by the Engineer and as permitted by the WCA. Such equipment travel shall be minimized. Where frequent equipment travel on stream banks and beds is necessary, washed stone shall be placed to minimize erosion, sour, and turbidity, provided no significant grade change will be required for any haul road or temporary structure placed in wetlands or watercourses.

6. All off-site disposal locations for material and debris resulting from the progress of the Project shall be submitted in writing to the Engineer who shall determine whether or not they are acceptable. The Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by local, state, or federal agencies with jurisdiction over the matter.

7. A construction sequencing plan and a water handling plan including a contingency plan for flood events must be submitted in writing to the Engineer and approved by the Engineer prior to the commencement of any construction in a waterway. Water shall be kept deep enough in the channel to allow for the passage of fish and the continuous flow of the watercourse as required by the Engineer.

8. When dewatering is necessary, pumps shall not discharge directly into the wetland or watercourse. Prior to dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used, and obtain the
Engineer’s approval of such methods and devices to be used for dewatering activities, including, but not limited to, pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other methods to minimize and retain the suspended solids. If the Engineer determines that the pumping operation is causing turbidity problems, said operation shall cease until such time as a means of controlling turbidity is submitted by the Contractor, approved by the Engineer and implemented by the Contractor.

9. Work within or adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The Engineer shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. The Contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by NOAA Weather Service with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects.

10. All temporary fill shall be stabilized during use to prevent erosion and shall be suitably contained to prevent sediment or other particulate matter from reentering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours or as directed by the Engineer, and revegetated. The areal extent of temporary fill or excavation shall be confined to that area necessary to perform the work, as approved by the Engineer.

11. Seeding is to be accomplished within 7 days of the Contractor’s reaching an appropriate grading increment as determined by the Engineer. If the Engineer anticipates and notifies the Contractor, or if the Contractor intends, that a grading operation will be suspended for a period of 30 or more consecutive days, the Contractor shall, within the first 7 days of that suspension period, accomplish seeding, or take such other appropriate measures to stabilize the soil as may be required by the Engineer.

12. Dumping of oil, chemicals or other deleterious materials on the ground is forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All spills of such materials shall be reported immediately by the Contractor to the DEP.

13. No application of herbicides or pesticides within 8 m of any wetland or watercourse will be allowed. All such applications must be done by a Connecticut licensed applicator. The Contractor shall submit to the Engineer the proposed applicator’s name and license number, and must receive the Engineer’s approval of the proposed applicator, before such application is carried out.

14. During spawning seasons, as defined in the Contract, discharges and construction activities in spawning areas of State Waters shall be restricted so as not to disturb or inhibit aquatic species which are indigenous to the waters.
If the Contractor wants to make changes in construction operations or scheduling which would affect the use of or necessity for any pollution controls, before beginning to implement those changes it must submit a written proposal detailing them to the Engineer, and must receive the Engineer’s approval of those changes. As part of its submission the Contractor must submit a plan showing what erosion and sedimentation controls above and beyond those called for in the plans and specifications would be necessitated by the changes it proposes to make in the sequence or nature of Project construction activities and related operations.

The Contractor shall inspect temporary and permanent erosion and sedimentation controls immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition in accordance with the document “Connecticut Guidelines for Soil Erosion and Sediment Control,” as revised, and the Department’s document “On Site Mitigation for Construction Activities,” as revised. In the event the Contractor fails to maintain such devices in accordance with such documents, and the Contractor does not correct those failures within 24 hours after receipt of written notice of such failures from the Engineer, the Department may proceed with its own or other forces to remedy specified failure and the cost thereof will be deducted from monies due the Contractor under the Contract or under any other State contract.

D. Air Quality Control
The Contractor shall exercise every reasonable precaution throughout the life of the Contract to safeguard the air resources of the State by controlling or abating air pollution in accordance with the DEP’s regulations. These measures shall include the control and abatement of dust, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances or any combination thereof arising from construction operations, hauling, storage or manufacture of materials.

E. Noise Pollution
The Contractor shall take measures to control the noise intensity caused by his construction operations and equipment, including but not limited to equipment used for drilling, pile driving, blasting, excavation or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the nearest residence or occupied building shall be 90 decibels on the “A” weighted scale (dBA). Any operation that exceeds this standard will cease until a different construction methodology is developed to allow the work to proceed within the 90 dBA limit.

F. Contaminated and/or Hazardous Material
The Town will acquire any “Hazardous Waste Generator Permit(s)” required under the Resource Conservation and Recovery Act, for the management and disposal of all contaminated and/or hazardous material known to exist or discovered during construction operations, provided that:

1. such material is within the construction limits defined in the Contract, and;
2. such material is not comprised of waste materials generated by the Contractor.
If the Town has defined an area of known or suspected contamination within the Project limits, and if contaminated material in that area has not been removed prior to the start of the Project, the disposition of such material shall be arranged for with an appropriate party.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits abnormal properties which may indicate the presence of hazardous or contaminated material, the Contractor shall cease all operations in the vicinity of the abnormal condition, and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of hazardous or contaminated material, and shall be treated with extreme caution. The proper disposition of the material shall be arranged for with an appropriate party.

Unless otherwise provided for under a specific Contract item, direct Contractor involvement with hazardous or contaminated materials, other than those associated with Contract operations, is neither required nor solicited under this Contract.

When the Contractor performs support work incidental to the removal, treatment or disposal of hazardous or contaminated material, payment will be made at the unit prices for applicable pay items in the Contract. When the Contract does not include appropriate pay items, payment will be made in accordance with the section titled EXTRA WORK.

The Contractor shall faithfully observe all security precautions established pursuant to OSHA 239 CFR 1919.120, including all revisions and amendments, and shall not work in any area known to contain or suspected of containing hazardous or contaminated material without prior written approval of the Engineer.

The Contractor will assume sole responsibility for the proper storage, handling, management and disposal of all regulated materials and wastes associated with the Contractor’s operations, including but not limited to; lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with the Contractor’s failure to properly manage such materials in accordance with federal and state regulations, and all remedial and punitive costs incurred by the Town as a result of such failure will be borne by the Contractor.

Excluded from the requirements under this article are coatings removed by the Contractor for the purpose of painting structural steel or other steel elements. The debris resulting from paint removal shall be tested by the Town to determine whether or not it is contaminated or hazardous material. Once so tested, these materials shall be removed from the site and disposed of by the Contractor in accordance with applicable special provisions.
**Sedimentation and Erosion Control**
Sedimentation and erosion controls shall be installed in accordance with the publication entitled “Guidelines for Soil Erosion and Sediment Control”, by the Connecticut Council on Soil and Water Conservation, January 1985. No work shall be started until the erosion and sediment controls are installed.

It is the Contractor’s responsibility to install any additional sedimentation and erosion control, as ordered by the Engineer or as required by site conditions. It is the Contractor’s responsibility for the adequate installation, operation and maintenance of sedimentation and erosion controls. No direct payment will be made for the installation, operation and maintenance of any sedimentation and erosion control.

**Work Near Brook(s) and Stream(s)**
Care shall be taken to prevent or reduce to a minimum any damage to any water body from pollution by debris, sedimentation or other material, or from manipulation of equipment and/or materials near such water bodies and on abutting property. Particular care shall be taken to prevent gasoline, diesel fuel, and other oils from entering any water body.

**Work Within or Near Areas Designated as Inland Wetlands**
Not applicable in this Contract

**Soil and Groundwater Conditions**
The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

**General Sanitary Requirements**
The Owner shall provide proper sanitary accommodations at a convenient place on or near the work site.

The Contractor shall maintain a safe drinking water supply readily available to all workers.

**Water Supply and Electrical Energy**
The Contractor shall make his own arrangements for obtaining the electrical energy and water supply necessary for construction purposes at no additional cost to the Owner.

**Sheeting, Shoring and Bracing**
Where necessary the sides of trenches and excavations shall be supported by adequate sheeting, shoring and bracing. The Contractor shall be held accountable and responsible for the sufficiency of
all sheeting, shoring and bracing used and for all damage go persons or property resulting from the
improper quality, strength, placing, maintaining, or removing of the same. Where sheeting is
removed care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will
be made for sheeting, shoring and bracing and compensation for such work and all expenses
incidental thereto shall be considered as included in the unit prices bid for the various items of this
Contract.

**Existing Structures**

All known surface and underground structures, except electric and telephone service connections and
water, gas and sewer service pipes, on or immediately adjacent to the work are shown on the Plans.
Sewer, drainage, water and gas pipes, manholes and similar structures, located in or adjacent to the
location of the structures included in this Contract, are shown on the Contract Drawings. This
information is shown for the convenience of the Contractor in accordance with the best information
available, but is not guaranteed to be correct or complete. The Contractor shall explore the route
ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their
location. Necessary changes in location may be made by the Engineer to avoid unanticipated
obstructions.

Wherever water or gas mains, electric or telephone ducts or electric or telephone poles are
encountered and may be in any way interfered with; the Contractor shall keep the utility company
involved fully informed in advance. The Contractor shall cooperate with the utility company in the
protection, removal, relocation and replacement of such structures.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect
injury, all utilities, pipes, poles, conduits, walls, buildings, and other structures and property in the
vicinity of his work. Such sustaining and protecting shall be done carefully by the Contractor and as
required by the party owning or controlling the facility. Before proceeding with such work, the
Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved
by the party owning said structure. There shall be no additional compensation for this work and all
expenses incidental thereto shall be considered as in the unit price bid for the various items of this
Contract.

The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits,
walls, buildings, wires or other structures, utilities and property in the vicinity of his work, and he
shall be responsible for all damage and assume all expense for direct or indirect injury caused by his
work to any of them or to any person or property by reason of injury to them.

Guard rails, posts, guard cables, signs, poles, markers, mailboxes, fences, walls and stone walls, and
other private improvements, which are temporarily removed, damaged or destroyed to facilitate
installation of the sewer, shall be replaced and restored to a condition as good as or better than
existed and to the satisfaction of the Owner or Engineer.

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The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers, on or adjacent to privately owned property, which may have been disturbed during the course of construction.

**Marking New Underground Plant**
All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

**Operation of Water Valves**
Unless otherwise permitted, existing water valves shall not be operated by the Contractor. Whenever the operation of a water valve is necessary, the Contractor shall make arrangements, at least 24 hours in advance of need, to have the Owner’s forces perform the required operations. Contractor must prepare and distribute customer notices to all affected customers at least 24 hours prior to any shutdown of service.

**Testing Laboratories**
The Contractor shall provide, at no additional cost to the Owner, the services of approved testing laboratories to take samples of materials and perform tests as required under this Contract or as ordered by the Engineer. Payment for these services shall be included under the applicable items of the Contract, unless otherwise specified.
The Town has decided to re-bid this project since the bids came in substantially higher than the engineer’s estimate. The Town is therefore requiring prevailing wages and is hopeful that a more flexible construction schedule will allow the Bidder to schedule at a slower time or as their first job in the spring.

The Town is desirous in obtaining a qualified contractor to construct a handicap accessible building entrance and ramp as set forth in herein. A breakdown with brief description of each bid item is as follows:

**Item #1 - Base Bid for New Entrance:**

Provide and install all materials as shown on the Drawing and as required to construct a new handicap accessible building entrance and ramp to the Watertown Municipal Center, adjacent to the existing elevator.

Provide, install and maintain sedimentation controls during construction.

Demolish, remove and reinforce a portion of the existing exterior brick wall to allow installation of new door.

Provide and install electrical items as called for on the Drawings.

The following should be added to the structural notes on the original plan document:
- Structural Steel: 6.03.01, 6.03.03, 6.03.03 except as follows:
- Material: ASTM A-36
- Welding: Use E60xx electrodes. All welding to be done by a certified welder.
- Bolts: 3/4" dia. min, A35 material
- Paint: Use one finish coat plus on primer coat as per manufacturer's published instructions for exterior steel, in shop prior to delivery to the job.

Concrete tests: Contractor shall assist Engineer to conduct slump and cylinder test preparation. Owner shall arrange and pay for cylinder tests, cylinders and transporting to the laboratory.
In addition to the project plan and SMACNA details we have provided the following:

- Downspouts/Drainage tie-in diagram
- Gable End detail
- Sidewalk side face detail

**Add Alternates:**

**Alternate #1** - Remove existing carpet tile and base in existing Lobby and install ceramic floor tile and base to match new ceramic tile in vestibule. Bidders should note that the floor area should extend to the bottom stare at the base of the interior stairway. Bidders should also note that asbestos tile may exist under the carpeting now located in the foyer area.

**Alternate #2** - Provide and install new sliding receptionist window as shown on the Drawings.
PLEASE

IT IS A REQUIREMENT OF THIS BID THAT EACH PROPOSAL SUBMITTED MUST HAVE A DUPLICATE COPY ATTACHED.

YOUR COOPERATION IS APPRECIATED
TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795

BID PROPOSAL

Handicap Accessible Building Entrance and Ramp
Watertown Municipal Center

BID OPENING: 11:00 a.m. Thursday, December 5, 2013

TO: Carol Z. Roman, Purchasing Agent
Town of Watertown
Town Hall Annex
424 Main Street
Watertown, CT 06795

The undersigned, as bidder, agrees to furnish all labor, superintendence, materials, plant, tools and equipment necessary for properly constructing the Handicap Accessible Building Entrance and Ramp as set forth herein and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Town is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Town; to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Town as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM ______________________________________________________________________

Name ______________________________________________________________________

Street ______________________________________________________________________

City ___________________________ State ___________________________ Zip Code ________

NAME ______________________________________________________________________

Please Print ___________________________ TELEPHONE NUMBER ___________________________

FAX NUMBER ___________________________ EMAIL ADDRESS ___________________________

SIGNED ___________________________ DATE ___________________________
PROPOSAL

Cost complete for the construction of handicap accessible entry and ramp as per specifications:

_____________________________ Dollars
and ___________________________ Cents  ($ __________________________)

ALTERNATES

#1: Replace foyer flooring with ceramic tile  ($ __________________________)
#2: Provide and install receptionist window:  ($ __________________________)

Payment Terms _________________________________________________________________

Anticipated Starting Date: ______________________________________________________

Time to Completion ___________________________ Working Days

Warranty _________________________________________________________________

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

___ yes  ___ no
EXCEPTIONS TAKEN TO SPECIFICATIONS:

______________________________________________________________________________
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OFFICIAL ADDRESS: ______________________________________________________

PHONE NUMBER: ________________________________________________________

BY: ___________________________________ TITLE: ____________________________
    (Please Print)

DATE:____________________________________________________________________

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## REFERENCES

Please list a minimum of three references of similar work performed within the last three years.

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TYPE OF WORK TO BE PERFORMED
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

________________________________________________________________________
(Name of Contractor)
________________________________________________________________________
(Address of Contractor)
a ______________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)
________________________________________________________________________
(Name of Surety)
________________________________________________________________________
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
________________________________________________________________________
(Name of Owner)
________________________________________________________________________
(Address of Owner)
hereinafter called OWNER, in the penal sum of ________________________ Dollars,
$(_______________) in lawful money of the United States, for the payment of which sum well and
true to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of __________, 20___, a copy of which is
hereto attached and made a part hereof for the 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 the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to
the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
OWNER all outlay and expense which the OWNER may incur in making good any default, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 WORK to be
performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts each one of which shall be deemed an original, this _____ day of ____________, 20__. 

ATTEST: 

____________________________
(Principal) Secretary
(SEAL)

____________________________
(Witness as to Principal)

____________________________
(Address)

____________________________

ATTEST:

____________________________
(Surety) Secretary
(SEAL)

____________________________
(Witness as to Surety)

____________________________
(Address)

____________________________

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_________________________________________________________________
(Name of Contractor)

_________________________________________________________________
(Address of Contractor)

a ______________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)

_________________________________________________________________
(Name of Surety)

_________________________________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_________________________________________________________________
(Name of Owner)

_________________________________________________________________
(Address of Owner)

hereinafter called OWNER, in the penal sum of ________________________________ Dollars, $(_______________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of __________, 20___, a copy of which is hereto attached and made a part hereof for the 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 the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

42
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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts each one of which shall be deemed an original, this _____ day of ____________, 20__.

ATTEST:

________________________________   Principal

By____________________________(s)

____________________________(Address)

(Principal) Secretary
(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

________________________________   Surety

By____________________________

(Surety) Secretary
(SEAL)

(Address)

(Surety) Secretary
(SEAL)

(Address)

(Witness as to Surety)

(Address)

(Witness as to Surety)

(Address)

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