PROJECT SPECIFICATIONS
for
JOINT AND CRACK SEALING OF BITUMINOUS CONCRETE PAVEMENT

Garry Brumback, Town Manager

March, 2015

By
Town of Southington
Engineering Department

196 North Main Street
Southington, CT 06489
(860) 276-6231
# TABLE OF CONTENTS

## Part 1 – Bid Material
- Invitation to Bid 3
- Bid Instructions 4
- Equipment List 8
- Project References 9
- Bid Bond 10
- Sworn Statement by Successful Bidder 12
- Non Collusion Affidavit 13
- Insurance Requirements 14
- Bid Proposal Forms 17

## Part 2 – Contract Documents
- Agreement 22
- Performance Bond 27
- Payment Bond 29
- New Vendor Disclosure Statement 31
- New Vendor Form 33
- W-9 34
- Executive Order #3 35
- Executive Order #17 40

## Part 3 – General Specifications
- Notice to Contractor - Interpretation of Form 816A 42

## Part 4 – Project Specifications
- Joint and Crack Filling of Bituminous Concrete Pavement 43
- Maintenance and Protection of Traffic 52
- Traffic Person 55
Sealed bids for joint and crack sealing of bituminous concrete pavement will be received at the Southington Town Hall, Office of the Town Manager, 75 Main Street, until **Monday, April 6, 2015 at 2:00 p.m.**, after which time they will be publicly opened and read aloud.

The work consists of furnishing and applying a hot-applied mixture of Performance-Graded (PG) asphalt binder and polyester fibers into bituminous concrete pavement longitudinal paving joints, longitudinal joint-reflection cracks, non-working longitudinal cracks, and raveled transverse joints in flexible or composite pavement. This project is for streets in Southington, CT.

The Town of Southington hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, 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 this award.

Plans, specifications and proposals for the above project may be reviewed at the Southington Engineering Office located at the Municipal Center, 196 North Main Street Southington. Copies of the contract documents may be obtained on the Town of Southington’s website, www.southington.org as well as on the State of Connecticut Portal.

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 interruption or interference with any other contractor.

Bid security in the form of a Surety Company Bond, on form furnished by the Town of Southington for 10% of the amount of the bid, must accompany each proposal. The Town of Southington reserves the right to reject any and all bids.

TOWN OF SOUTHINGTON, CONNECTICUT
Keith Hayden, P.E.
Director of Public Works
BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of Southington. "Town Engineer" refers to the Town Engineer or his representative. "Contractor" refers to successful bidder (company contracted by Town to perform work under this contract).

2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner and which shall be entitled “Joint and Crack Sealing 2015”. Sets may be obtained at the Town of Southington’s website at www.southington.org as well as the State Portal. Any addenda will be available on the State of Connecticut Portal.

3. Bids shall be received at the office of the Southington Town Manager at the Southington Town Hall, 75 Main Street, Southington, Connecticut, until 2:00 p.m. on Monday, April 6, 2015 and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.

4. Each bidder’s proposal shall include, completed in full, the Bid Proposal Form, the bidder’s Project References, the Equipment List, the Non Collusion Affidavit, the New Vendor Disclosure Statement, and the Bid Bond, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words “Bid Proposal, Joint & Crack Sealing 2015, the Bidder's Name, and the Date and Time of the Bid Opening,” in order to guard against premature opening of the bid.

5. Bids must be made out and signed in the name of the person or business entity which shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.

6. Bids received later than the time and date specified shall not be considered. Bidders are cautioned that it is the responsibility of each individual bidder to assure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services, of any nature.

7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.

8. Unbalanced bids shall not be considered in awarding contract.

9. The minimum rates to be paid labor at the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statues of Connecticut, as revised.

10. The successful bidder will be determined from the lowest, qualified, reasonable, and responsible base bid amount. The Town of Southington shall determine what constitutes qualified, reasonable, and responsible.

11. The Town of Southington reserves the right to reject any or all bids, and to waive informalities or technical defects.

12. Goods and services provided to the Town of Southington are exempt from Federal Excise
13. Bids must be accompanied by a surety bond in the amount of ten percent (10%) of the total bid price payable to the Town of Southington. The bond shall be in the form of a certified check or Bid Bond. Said bond shall be returned to the unsuccessful bidders upon award of the contract or, if no award has been made, within ninety (90) days after the opening of bids. If the successful bidder fails to execute the contract and furnish the required bonds including insurance coverage within ten (10) calendar days after he has received notice of the acceptance of the bid, the bond shall be forfeited to the Town. Upon receipt of a payment bond, and a performance bond from the successful bidder, said bond shall be returned.

14. The term of this contract shall be one (1) year, renewable up to three (3) years by mutual agreement, subject to COLA not to exceed 3% annually.

15. The bidder agrees that this bid shall remain open for acceptance for ninety (90) days after the opening and no bidder may withdraw his bid within said time period.

16. The successful bidder must furnish a performance bond and a payment bond in the amount of the contract price. The bonds shall be executed by the bidder as principal with a surety satisfactory to the Town, as well as a New Vendor Form and W-9 form.

17. The successful bidder shall secure and maintain such insurance as shall protect him from claims under Workers' Compensation Acts. He shall secure and maintain general liability injury, death or property damage, which may arise from the performance of his service under this contract in the amounts specified in the Special Provisions. He shall designate the Town as an additional named insured in his general liability policy, and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.

18. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.

19. The successful bidder shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees or agents.

20. The successful bidder must be prepared to execute the contract within ten (10) calendar days after receipt of notice of the award of the contract.

21. Immediately after execution and delivery of the contract, and prior to commencing work, the Contractor shall provide the Southington Engineering Department a construction project schedule showing proposed dates of commencement and completion of each of the various components of work required under this Contract.

22. The successful bidder must be prepared to commence work within eighteen (18) days after notice to proceed from the Town. The approximate project schedule is as follows:
23. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers or other causes beyond the contractor’s control, he shall make a written request for an extension of time within which the contract may be completed. Such request shall be submitted to the Town not less than ten (10) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing, and signed by the Town’s representative.

24. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment which shall be paid within fifteen (15) days after approval of same by the Town Manager and following receipt of all lien waivers. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.

25. The Town shall retain an amount equal to two percent (2%) of the final contract price for one year from time of contract completion. This retainage shall serve as a one year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies which may arise for one year following completion of this contract.

26. Prior to final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.

27. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.

28. The Town Engineering and/or Building Department shall perform all construction inspection. The contractor is to notify the Town Engineer of any discrepancies as they arise, and proceed as directed.

29. The Town Engineering and Building Departments must be given 24 hours notice to complete inspection. Notice applies to consecutive Town recognized work days. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections (i.e. paving, concrete pours, backfilling, etc.) must be accomplished when inspectors are available. It is the contractor’s responsibility to verify holidays and no-inspection coverage ahead of time.

30. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by written change order signed by the Town’s representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased. If such changes affect work for which a unit price is set, payment for such work shall be based on
measured final quantities and not estimated quantities. Final measured quantities shall be based on pay limits as established by the plans and specifications for this contract. There shall be no adjustment of the unit prices if final measured quantities vary from the estimated quantities.

31. The Town of Southington shall provide horizontal and vertical control on the project. The contractor is responsible for horizontal and vertical layout as may be required for the installation of the improvements.


33. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.

34. Maintenance and protection of traffic is the Contractor's responsibility. The contractor must meet with the Town Engineer or his representative prior to the start of any construction activity associated with this project in order to discuss procedures concerning maintenance and protection of traffic and project construction sequencing.

35. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to bid.

36. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project including the maintenance and protection of traffic.

37. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Town Engineer or the police if warranted.

38. The Contractor shall be required to provide traffic control personnel to direct traffic when working in the road.

39. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

40. Title VI requirements necessitate the availability of translators for those with limited English proficiency. All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney’s Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor. If any prospective contractor requires any assistance for language purposes, please contact:

Spanish:               Ralph/Aida Diaz at 860-276-8875
Polish:                Walter Kizilski at 860-621-2155
Italian:               Tina Riccio at 860-621-9148

END OF INSTRUCTIONS AND GENERAL CONDITIONS
EQUIPMENT LIST

List below all equipment that shall be used to complete the project described in this price proposal form. This list must be complete; describe all equipment as to type and size. The following forms must be submitted with the Price Proposal Form.
(Please attach additional sheets if necessary.)
BID BOND

BIDDER (Name and Address):


SURETY (Name and Address of Principal Place of Business):


OWNER (Name and Address):


BID

BID DUE DATE: ____________________________
PROJECT (Brief Description Including Location):


BOND

BOND NUMBER: ____________________________
DATE (Not later than Bid due date): ____________________________
PENAL SUM: ____________________________

(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bond hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder’s Name and Corporate Seal ____________________________
By: ____________________________
Signature and Title ____________________________
Attest: ____________________________
Signature and Title ____________________________

SURETY

Surety’s Name and Corporate Seal ____________________________
By: ____________________________
Signature and Title ____________________________
By: ____________________________
Signature and Title (Attach Power of Attorney)
Attest: ____________________________
Signature and Title ____________________________

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1. OWNER accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by OWNER, or
   3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the Lewis & Clark County, Helena, Montana.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. An applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal as applicable.
SWORN STATEMENT BY SUCCESSFUL BIDDER

Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid non-responsive and not eligible for award consideration.
This entire document must be completed, notarized and attached to your bid proposal. Failure to do so will result in the rejection of your Bid.

A separate affidavit must be submitted by each principal of a Joint Venture.

**TOWN OF SOUTHINGTON**

**Joint & Crack Sealing of Bituminous Concrete Pavement**

I, _____________________________________________, acting in behalf of
(Name of Person Signing Affidavit)

___________________________________________________ of which I am (the) (a)
(Name of Bidder i.e. Person or Organization)

_______________________, submitting a bid for the above project, certify and affirm in accordance
(Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the
______________________________________________ has neither directly or indirectly entered into
(Name of Bidder i.e. Person or Organization)

any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

____________________________________________
(Name of Bidder i.e. Person or Organization)

____________________________________________
Signature and Title of Official

Subscribed and sworn to before me, this ________ day of _____________________, __________
_________________________________________
Notary Public/Commissioner of the Superior Court
My Commission Expires ___________________________________________.

Certificate of Authority

I, ______________________________, certify that I am (the) (a) __________________________ of the
(Na me ) (T itle)
organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers
that require the seal; that ____________________________, who signed said
(Name)
instrument on behalf of the Organization was then (the) (a) ___________________________
(T itle)
of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing
body and is within the scope of its organizational powers.

______________________________ (Corporate Seal, if applicable)
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.
INSURANCE REQUIREMENTS

The successful bidder shall secure and maintain such insurance as follows:

Workers’ Compensation

1. Workers’ Compensation as required by the laws of the State of Connecticut
2. Employer’s Liability $1,000,000

Contractor’s Liability

1. General Aggregate $3,000,000
   
   *Except products-completed operations*

2. Products-Completed Operations $1,500,000
   
   *Aggregate*

3. Personal and Advertising Injury $1,500,000
   
   *Per person/organization*

4. Each Occurrence $1,500,000
   
   *Bodily injury and property damage*

5. Property Damage Liability $1,500,000
   
   *Including collapse and underground coverages. If blasting is to be used, also include explosion coverage.*

Automobile Liability

1. Bodily Injury:
   
   *Each Person* $1,000,000
   *Each Accident* $1,000,000

   Property Damage:
   
   *Each Accident:* $1,000,000

   *Or*

2. Combined Single Limit
   
   *Bodily injury and property damage:* $2,000,000
   
   *Each Accident*

Contractual Liability

1. General Aggregate $3,000,000
2. Each Occurrence $1,500,000
   
   *Bodily injury and property damage*
The CONTRACTOR shall also provide:

1. CONTRACTOR shall, as a minimum, purchase and maintain excess liability insurance in the umbrella form with a combined single limit of not less than $5,000,000 per claim and in the aggregate. Evidence of such excess liability shall be delivered to OWNER in accordance with 2.05C in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

2. If the aggregate limits of liability indicated in CONTRACTOR insurance provided herein are not sufficient to cover all claims for damages arising from his operations under this Contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, CONTRACTOR shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this contract.

3. CONTRACTOR shall purchase and maintain a separate Owner’s Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER and ENGINEER as named “additional insured”. This insurance shall provide coverage for not less than the following amounts:

   **Bodily Injury:**
   
   Each Occurrence: $1,000,000

   **Property Damage:**
   
   Each Occurrence: $1,000,000
   Annual Aggregate: $3,000,000

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, and ENGINEER’S Consultants, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written as Builder’s Risk Insurance with an "All Risk" Installation Floater that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and water damage and be written in the completed value form.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the
Work, provided that such materials and equipment have been included in an Application for payment recommended by ENGINEER; and

5. Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this section shall comply with requirements of GC-5.06C.
BID PROPOSAL FORM

The Town of Southington, herein called the Owner, acting by and through its Town Manager, for Proposed “Joint and Crack Sealing of Bituminous Concrete Pavement”.

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

The only parties interested in this BID as Principals are named herein;

this bid is made without collusion: with any other person, firm, or corporation;

no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;

he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and previsions thereof;

he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;

and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer;

and he agrees that, if this bid is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the schedule below.
(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures.)

(Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures.)

(Bidders should insert extended item prices obtained from quantities and unit prices.)

<table>
<thead>
<tr>
<th>Section #</th>
<th>Est. Section SY</th>
<th>Street</th>
<th>From/To</th>
<th>Lump Sum Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15853</td>
<td>Atwater Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>12403</td>
<td>Bristol Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>1011</td>
<td>Brooks Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>10094</td>
<td>Buckland Street</td>
<td>Route 10 to Mulberry</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>5004</td>
<td>Canal Street</td>
<td>Atwater to Westfield</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>4817</td>
<td>Candlewood Lane</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>3493</td>
<td>Carter Lane</td>
<td>Route 10 to Old Turnpike</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>6736</td>
<td>Carter Lane</td>
<td>Old Turnpike to Meriden Ave</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>1693</td>
<td>Chaffee Lane</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>834</td>
<td>Coolidge Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>1722</td>
<td>David Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>1413</td>
<td>Deacon Circle</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>1373</td>
<td>DePaolo Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>2780</td>
<td>Dunham Street</td>
<td>Shuttle Meadow to town line</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>6354</td>
<td>East Street</td>
<td>Slopers to Berlin Street</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>3824</td>
<td>Eden Avenue</td>
<td>Route 10 to Liberty</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>6910</td>
<td>Ferncliff Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>2220</td>
<td>Fieldcrest Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>19</td>
<td>11122</td>
<td>Flanders Road</td>
<td>Laning to Pattonwood</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>2197</td>
<td>Flanders Street</td>
<td>North Main to Lincoln</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>3379</td>
<td>Forest Lane</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>6320</td>
<td>Fox Run</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>3650</td>
<td>Gannet Drive</td>
<td>#96 to Hart Street</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>1032</td>
<td>George Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>1653</td>
<td>Germania Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>26</td>
<td>4977</td>
<td>Hart Street</td>
<td>Gannet to Juniper</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>5984</td>
<td>Highwood Avenue</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>4213</td>
<td>Ivy Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>3938</td>
<td>Johanna Circle</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>4193</td>
<td>Knollwood Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>6520</td>
<td>Lagana Avenue</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>4510</td>
<td>Laurel Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>33</td>
<td>5688</td>
<td>Liberty Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>34</td>
<td>1520</td>
<td>Loper Street</td>
<td>Pleasant to Tanglewood</td>
<td>$</td>
</tr>
<tr>
<td>35</td>
<td>3780</td>
<td>Lucy Court</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>36</td>
<td>10487</td>
<td>Mandel Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>37</td>
<td>1456</td>
<td>Marguerite Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>38</td>
<td>1525</td>
<td>Marion Avenue</td>
<td>Pacer to #88</td>
<td>$</td>
</tr>
<tr>
<td>39</td>
<td>2183</td>
<td>Morningside Lane</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>40</td>
<td>3463</td>
<td>Muir Terrace</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>41</td>
<td>16430</td>
<td>Old Turnpike Road</td>
<td>Mulberry to Carter</td>
<td>$</td>
</tr>
<tr>
<td>42</td>
<td>2381</td>
<td>Parkview Drive</td>
<td>Charles to Lois</td>
<td>$</td>
</tr>
<tr>
<td>43</td>
<td>6521</td>
<td>Partridge Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>44</td>
<td>7200</td>
<td>Pin Oak Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>45</td>
<td>15837</td>
<td>Pleasant Street</td>
<td>Flanders Street to Laning</td>
<td>$</td>
</tr>
<tr>
<td>46</td>
<td>2817</td>
<td>Prospect Street</td>
<td>Green Valley to Great Pine Path</td>
<td>$</td>
</tr>
<tr>
<td>47</td>
<td>1173</td>
<td>Railroad Avenue</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>48</td>
<td>11,700</td>
<td>Maxwell Noble Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>49</td>
<td>1933</td>
<td>Ridgewood Road</td>
<td>Hart to .10 mi south</td>
<td>$</td>
</tr>
<tr>
<td>50</td>
<td>2930</td>
<td>River Street</td>
<td>Dunham Street to #201</td>
<td>$</td>
</tr>
<tr>
<td>51</td>
<td>6950</td>
<td>Rolling Hills Lane</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>52</td>
<td>5083</td>
<td>Rustic Oak Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>53</td>
<td>6227</td>
<td>Saddlebrook Path</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>54</td>
<td>4424</td>
<td>South Plains Road</td>
<td>East Street to Stuart</td>
<td>$</td>
</tr>
<tr>
<td>55</td>
<td>28541</td>
<td>Spring Street</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>56</td>
<td>17754</td>
<td>Spring Street</td>
<td>Route 10 to Smoron Ct Bridge</td>
<td>$</td>
</tr>
<tr>
<td>57</td>
<td>616</td>
<td>Stoughton Road</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>58</td>
<td>7000</td>
<td>Stuart Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>59</td>
<td>602</td>
<td>Upson Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>60</td>
<td>2402</td>
<td>Visconti Avenue</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>61</td>
<td>4160</td>
<td>West Queen Street</td>
<td>West of West Street</td>
<td>$</td>
</tr>
<tr>
<td>62</td>
<td>14944</td>
<td>West Street</td>
<td>West Main to West Center</td>
<td>$</td>
</tr>
<tr>
<td>63</td>
<td>3863</td>
<td>Woodfield Drive</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>64</td>
<td>17053</td>
<td>Woodruff Street</td>
<td>Berlin Ave to Pleasant</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL BID: $ ___________________

_________________________________________________________________ dollars

and _____________________________________________ cents ($__________)

Company Name: _________________________________________________________
TheUndersignedagreesthatforextra work,ifany,performedinaccordancewiththetermsandpro-
visionsoftheannexedformofAGREEMENT,hewillacceptcompensationastipulatedthereininfullpaymentforsuchextra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT.

As provided in the INSTRUCTION TO BIDERS, the bidder hereby agrees that he will not withdraw his BID within 60 consecutive calendar days after the actual date of the opening of BIDS and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of his agreement as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Own-
er’s property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

This BID includes Addenda number ________________(To be filled in by Bidder if Addenda is is-

sued.)

The bidder, by submittal of this BID agrees with the Owner that the amount of the bid security de-
posited with the BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL)___________________L.S. By__________________________
(Name of Bidder) (Signature and title of authorized representative)

________________________________
(Business address)

________________________________
(City and State)

________________________________
Date

The bidder is a corporation incorporated in the State (or Commonwealth)
of___________________________- a partnership- an individual. (Bidder must add and delete as nec-

essary to make this sentence read correctly.)
The required names and addresses of all persons interested in the foregoing BID, as Principals, are as follows:

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

The bidder is requested to state below what joint and crack sealing work of a similar character to that included in the proposed Contract he has done and to give references that will enable the Owner to judge his experienced, skill, and business standing (provide contact name for project and telephone number).

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

___________________________________________________________________

(Add supplementary page if necessary.)

END OF SECTION
THIS AGREEMENT is dated as of the __th day of __ in the year __ by and between the Town of Southington, Connecticut acting by and through the Town Manager, duly authorized therefore, acting herein solely for said Town and without personal liability to the Town, (hereinafter called OWNER) and ____, (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I  WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2  ENGINEER

The ENGINEER who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents is the Town of Southington, Engineering Department.

ARTICLE 3  CONTRACT TIMES

The Work will be substantially completed within 75 days after the Notice to Proceed, and completed and ready for final payment within 14 days thereafter. The term of this contract shall be one (1) year, renewable up to 3 years by mutual agreement not to exceed 3% annually.

ARTICLE 4  CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stipulated in the CONTRACTOR'S BID attached to this Agreement.

ARTICLE 5  PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Section 1.09 of the State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (816). Applications for Payment will be processed by ENGINEER as provided in the 816.

5:1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on a monthly basis during construction as provided in paragraphs 5.1.1 and 5.2 below. All such payments will be measured by the schedule of values established in the bid documents (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Progress payments will be made in an amount equal to 98 percent of Work completed
(with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 1.09.06 of the 816.

5.2 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER except as provided in paragraph 5.3.

5.3 Retainage. The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of 2 percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections or replacements in the Work as the Owner, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee (1 year) any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

ARTICLE 6 CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the contract documents. CONTRACTOR accepts the determination set forth in Section 1.02.04 of the 816 of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Section 1.02.04 of the 816. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect
cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

7.1 Invitation to Bid.
7.2 Instructions to Bidders.
7.3 CONTRACTOR's Bid.
7.4 This Agreement.
7.5 Performance, Payment, and other bonds.
7.6 State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816.
7.7 Plans.
7.75 Specifications.
7.8 Details and Specification Sheets herein.
7.9 Addenda numbers to , inclusive.
7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

ARTICLE 8 MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in the 816 will have the meanings indicated in the 816.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due
and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.5 The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

8.6 Title VI requirements necessitate the availability of translators for those with limited English proficiency. All contractors who have contracted with the Town of Southington shall be responsible to maintain this policy during the contractual relationship. The contractor shall also maintain this policy in dealing with its subcontractors and the Town Attorney's Office has the right to review with any contractor the adherence to this policy whether through the master contract or a subcontractor. If any prospective contractor requires any assistance for language purposes, please contact:

- Spanish: Ralph/Aida Diaz at 860-276-8875
- Polish: Walter Kizilski at 860-621-2155
- Italian: Tina Riccio at 860-621-9148

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on       , 2015 (which is the Effective Date of the Agreement).

OWNER – TOWN OF SOUTHINGTON

________________________________________
Garry Brumback, Town Manager
CONTRACTOR

By________________________________________

(CORPORATE SEAL)

Attest:_____________________________________

Address for giving notices:

__________________________________________________________________________

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Approved as to Form

__________________________________________________________________________

Mark Sciota
Deputy Town Manager/Town Attorney
# Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

<table>
<thead>
<tr>
<th>CONTRACTOR (Name and Address):</th>
<th>SURETY (Name and Address of Principal Place of Business):</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNER (Name and Address):</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT**
- Date:
- Amount:
- Description (Name and Location):

**BOND**
- Date (Not earlier than Contract Date):
- Amount:
- Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

**CONTRACTOR AS PRINCIPAL**
- Company: ____________________________
- (Corp. Seal)
- Signature: ____________________________
- Name and Title: ________________________

<table>
<thead>
<tr>
<th>SURETY</th>
<th>Company:</th>
<th>(Corp. Seal)</th>
<th>Signature:</th>
<th>Name and Title:</th>
<th>(Attach Power of Attorney)</th>
</tr>
</thead>
</table>

(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL**
- Company: ____________________________
- (Corp. Seal)
- Signature: ____________________________
- Name and Title: ________________________

**SURETY**
- Company: ____________________________
- (Corp. Seal)
- Signature: ____________________________
- Name and Title: ________________________

---

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the address described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right. If any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or quotations from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond twenty days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the CONTRACTOR to perform and complete or comply with the other terms thereof.
Payment Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL  SURETY
Company:  (Corp. Seal)  Company:  (Corp. Seal)
Signature:  ________________________________  Signature:  ________________________________
Name and Title:  ________________________________  Name and Title:  ________________________________

(Associate Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  SURETY
Company:  (Corp. Seal)  Company:  (Corp. Seal)
Signature:  ________________________________  Signature:  ________________________________
Name and Title:  ________________________________  Name and Title:  ________________________________

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stated, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notice to, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond to such person or entity.

15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
TOWN OF SOUTHINGTON

NEW VENDOR DISCLOSURE STATEMENT

Required within Bid (For Bidders who have not worked with the Town of Southington within the last three years).

(Please provide additional sheets as necessary to answer any of the following questions.)

APPLICANT: ___________________ _________________________________

ADDRESS: ______________________________________________________________________________________

PRINCIPAL OFFICE: ___________ PHONE: ___________ FAX: ___________

1. Please check appropriate organizational structure:

   ______ Corporation       ______ Other
   ______ Partnership       ______ Sole Proprietorship

2. If a corporation, answer the following:

   a. Date of incorporation _________________________________
   b. State of incorporation _________________________________
   c. List Board of Directors and Titles: _________________________________

3. If a sole proprietorship or partnership, answer the following:

   a. Date of organization: _________________________________
   b. Name and address of all partners: _________________________________

   c. If partnership (state whether general or limited): _________________________________

4. How many years has your organization been in business? ________________

5. How many years has your organization been in business under it's present business name? ________

6. Under what other, or former, names has your organization operated?

   __________________________________________________________________________
   __________________________________________________________________________

7. If other than a corporation, sole proprietorship, or partnership describe organization and name principals:

   __________________________________________________________________________
   __________________________________________________________________________
8. List states and categories in which your organization is legally qualified to do business.

_________________________________________________________

_________________________________________________________

9. List the service/products normally performed/sold by your company:

_________________________________________________________

_________________________________________________________

10. Name(s), address (es) and phone number(s) of municipalities, corporation(s) or any other business entities which the Town of Southington may contact as a business reference:

_________________________________________________________

_________________________________________________________

_________________________________________________________

11. Please list bank references: _______________________________________

_________________________________________________________

_________________________________________________________

12. Is your corporation or business currently on the pre-approved bidders list for the State of Connecticut? ________

If yes, please list categories under the State of Connecticut list for which you are pre-approved:

___________________________________________________________________

___________________________________________________________________

The undersigned swears that the foregoing statements and attachments which includes _____ pages, are true and correct and includes all material information necessary to identify and explain the operations of

_____________________________________________________________

(Name of Organization)

as well as the ownership thereof. It is recognized and acknowledged that statements herein are being given under oath and any material misrepresentation will be grounds for terminating any contract and/or prequalifications and for initiating action under Federal or State laws concerning false statements. Further, it may prevent the said firm from participating in future contracts with the Town of Southington.

_________________________________________________________

Signature of Owner, Officer, President, Chief Executive Officer

_________________________________________________________

Name/Title                      Date
# TOWN OF SOUTHINGTON
## NEW VENDOR FORM

**For Finance Department Use**

<table>
<thead>
<tr>
<th>Vendor #:</th>
<th>Date set up in system:</th>
</tr>
</thead>
</table>

### Vendor Name:

---

### Business Address:

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State/Zip</th>
</tr>
</thead>
</table>

### Remit To (if different than Business Address)

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State/Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
</table>

- [ ] Attached W-9

### Vendor Number Requested By:

---

### General Description of items/services being purchased:

---
Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII. The labor commissioner shall receive and investigate or cause to be investigated complaints
by employees or prospective employees of a state contractor or subcontractor or members or appli-
cants for membership or apprenticeship or training in a labor organization or employment agency
hereinabove described, which allege discrimination contrary to the contractual provisions specified
hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investi-
gation is conducted for the labor commissioner by a contracting agency, that agency shall report to
the labor commissioner what action has been taken or is recommended with regard to such com-
plaints.

VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies,
other interested federal, state and local agencies, contractors and all other available instrumentali-
ties, including the commission on human rights and opportunities, the executive committee on hu-
man rights and opportunities, ad the apprenticeship council under its mandate to provide advice and
counsel to the labor commissioner in providing equal employment opportunities to all apprentices
and to provide training, employment and upgrading opportunities for disadvantages workers, in ac-
cordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor
organization or any employment agency whose members are engaged in work under government
contracts or referring workers or providing supervising apprenticeship or training for or in the course
of work under a state contract or subcontract to cooperate in the implementation of the purposes of
this Order. The labor commissioner shall in appropriate cases notify the commission on human
rights and opportunities or other appropriate state or federal agencies whenever it has reason to be-
lieve that the practices of any such organization or agency violate equal employment opportunity
requirements of state or federal law.

IX. The labor commissioner or any agency officer or employee in the executive branch designat-
ed by regulation of the labor commissioner may hold such hearings, public or private, as the labor
commissioner may deem advisable for compliance, enforcement or educational purposes under this
Order.

X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering
or recommending the imposition of penalties and sanctions under this Order. No order for disbar-
ment of any contractor from further state contracts shall be made without affording the contractor
an opportunity for a hearing. In accordance with such regulations as the labor commissioner may
adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment
agencies as hereinabove described which it has concluded have complied or failed to comply with
the provisions of this Order or the regulations of the labor commissioner in implementing this Order.

2. Recommend to the commission on human rights and opportunities that in cases in which there is
substantial or material violation or threat thereof of the contractual provision or related state stat-
utes concerned herein, appropriate proceedings be brought to enforce them, including proceedings
by the commission on its own motion under chapter 563 of the general statutes and the enjoining,
within the limitations of applicable law, of organizations, individuals or groups who prevent directly
or indirectly compliance with the provisions of this Order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to
prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971

Thomas J. Meskill
Governor

Filed this 16th day of June, 1971.

Harry Hammer
Secretary Of The State
WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II. Every contractor and subcontractor having a contract with the state or any of its agencies,
boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order. Dated at Hartford, Connecticut, this 15th day of February 1973. Thomas J. Meskill, Governor
NOTICE TO CONTRACTOR
INTERPRETATION OF FORM 816A

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 816A (Form 816A) is hereby included in the contract documents and is used as a reference for this project.

SECTION 1.01 – DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Under the following Article replace the definitions with the following:

Article 1.01.01 – Definitions:

COMMISSIONER: Shall mean the Town of Southington, Town Manager or his/her agents.

DEPARTMENT: Shall mean the Town of Southington.

ENGINEER: Shall mean the Town of Southington Town Engineer or his agents.

STATE: Shall mean the Town of Southington.

TRANSPORTATION MANAGER OF CONTRACTS: Shall mean the Town of Southington Public Works Director or his agents.

DEPARTMENT’S ASSISTANT DISTRICT ENGINEER: Shall mean the Town of Southington Public Works Director or his agents.

OWNER: Shall mean the Town of Southington.
Item #0406196A  JOINT AND CRACK FILLING OF BITUMINOUS CONCRETE PAVEMENT

1. **Description:** This work consists of furnishing and applying a hot-applied mixture of Performance-Graded (PG) asphalt binder and polyester fibers into bituminous concrete pavement longitudinal paving joints, longitudinal joint-reflection cracks, non-working longitudinal cracks, and raveled transverse joints in flexible or composite pavement. It shall be constructed in accordance with these specifications or established by the Engineer. Joint and Crack Filling of Bituminous Concrete Pavement may be used in conjunction with other joint and crack treatments including (but not limited to) joint and crack sealing and joint or crack repair, and patching in which case the relative sequence of crack treatments will be prescribed in the Plans, a Notice to Contractor, or other Contract documents.

1.1 Definitions:

**Composite Pavement**  
Hot-mix asphalt overlay of a Portland-cement-concrete (PCC) pavement.

**Crack**  
For the purposes of this specification, a crack is a void in the pavement structure having the following properties:

- The top of the crack is the pavement surface.
- Its length is measured along the longest dimension of the void.
- Its width is measured at the pavement surface across the length.
- Its depth is measured vertically into the pavement structure from the surface.
- At any point, the depth of a crack is greater than its width.
- The crack length is at least three (3) times the depth of the crack and at least six (6) times the nominal maximum aggregate size of the mix at the surface. (For example, for 0.5-inch pavement mix surfaces on 9 inch thick pavement; this makes the minimum length of a full-depth crack the higher value of 3.0 inches or three times the depth, or 27 inches).

For purposes of this document, use of the word “crack” including all work specified for “cracks” herein, shall also apply to “raveled longitudinal joints” and “raveled transverse joints”, unless otherwise specified. In other words, for example, if this specification specifies that all “cracks” are to be cleaned, then all “raveled longitudinal joints” and all “raveled transverse joints” are to be cleaned in the same was as a “crack.”

**Joint**  
A crack purposely built as part of construction.

**Longitudinal Joints**  
Joints formed along the direction of travel (longitudinally) between adjacent paving passes (or by handwork or other means) on the surface lift of a bituminous-concrete pavement structure. This includes joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

**Transverse Joints**  
Joints formed perpendicular to the direction of travel on the surface lift of a bituminous-concrete pavement structure. This includes joints formed by patching, utility work trenching, widening, new construction, and reconstruction.
Working Crack or Joint
A crack or joint the width of which experiences horizontal contraction or expansion greater than 1/8 of an inch in the course of an annual or seasonal temperature cycle. Cracks or joints experiencing vertical movement under loads are beyond this description and should be treated as deteriorated cracks or joints.

Longitudinal Cracks
Cracks, the endpoints of which are more distant in the direction of roadway travel than across the width of the pavement.

Transverse Cracks
Cracks, the endpoints of which are at least as distant across the width of the pavement as they are along the direction of travel.

Continuous Longitudinal Joints or Cracks
Longitudinal joints or cracks longer than 100 feet.

Longitudinal Joint-Reflection Cracks in Composite Pavement
Longitudinal cracks formed atop the underlying longitudinal joint of a Portland-cement-concrete pavement which has been surfaced with bituminous concrete pavement.

Transverse Joint-Reflection Cracks in Composite Pavement
Transverse cracks formed atop the underlying transverse joint of a Portland-cement-concrete pavement which has been surfaced with bituminous concrete pavement.

Double Transverse Joint-Reflection Cracks
Two roughly parallel transverse joint-reflection cracks at a distance of no less than 1.5 inches but no more than six (6) inches from each other form over a single transverse joint in a Portland-cement-concrete pavement slab underlying the bituminous concrete surface where the minimum crack length of any of the two cracks is more than 1/4 of the underlying joint length (3 feet out of 12).

Deteriorated Transverse Joint-Reflection Cracks
Potholed or patched single or double transverse joint-reflection cracks with potholes or patches more than 25 percent of the joint length (more than 3 feet out of 12); also, if double transverse joint-reflection cracks form blocks between them that are less than 3 feet long in their longest dimension, this length shall be considered deteriorated.

Associated Transverse Joint-Reflection Cracks
In double transverse joint-reflection cracks, the joint-reflection crack with the lower width. When these two cracks are of equal width and length, one shall be treated as the transverse-joint-reflection crack and the other shall be treated as the associated transverse joint-reflection crack.

Raveled Longitudinal Joints
Defined as longitudinal joints formed between subsequent paver passes (or by handwork or other means) which have lost, due to aging of the pavement surface, at least 1/2 inch (in depth) of the original pavement surface material placed. This includes joints formed by patching, utility work trenching, widening, new construction, and reconstruction.
Raveled Transverse Joints
Defined as transverse joints formed between paver passes (or by handwork or other means) which have lost, due to aging of the pavement surface, at least 1/2 inch (in depth) of the original pavement surface material placed. This includes joints formed by patching, utility work trenching, widening, new construction, and reconstruction.

Pothole
Any length of crack wider than two (2) inches for at least six (6) inches of crack length.

Minimum Width
The minimum width of crack or joint to be included in the work of filling joints and cracks under this item.

Maximum Width
The maximum width of crack or joint to be included in the work of filling joints and cracks under this item.

Potholed Crack or Joint Length
Any length of crack or joint wider than four (4) inches for at least six (6) inches of joint or crack length.

Flush Fill
Filling a crack to refusal such that minimal crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. The total width of a flush fill when observed from above the pavement surface shall be 1.5 inches or less. Any excess material is to be stricken off with a squeegee immediately after placement while the material is still liquid. This shall be accomplished using the appropriate application wand and squeegee to place liquid material in a crack or joint.

Recessed Fill
Method of filling a joint or crack from the bottom up just below the top (1/8 inches below the top, +/- 1/8 inch), such that no crack filling material is allowed to overflow onto the adjacent pavement surface immediately around the crack or joint. This shall be accomplished by using the appropriately sized and tipped application wand to place liquid crack filler in a crack or joint.

Surface Lift of Pavement
The thickness of the last lift of pavement placed prior to performing crack filling. A lift is defined as single bituminous-concrete mixture placed at a defined thickness in a single paver pass (or by handwork).

Crack Width Measurement Location
Crack width measurement is to be conducted flush with the pavement surface.

Total Project Area
The total surface of pavement receiving joint and crack filling in the project, taken from Table 1 of this Special Provision.

Adjusted Total Project Area
The total surface of pavement receiving joint and crack filling in the project, equal to the Total Project Area in Table 3 of this Special Provision. This area may be adjusted by the Engineer as required to account for unexpected circumstances or rejected work.

2. **Materials:** The hot applied crack filling material shall be composed of a mixture of Performance Graded Asphalt Binder and polyester fibers blended to provide 4.5 to 5.5 percent polyester fibers by
weight. No field mixing of the fibers is allowed. The crack filling material (with fibers) shall be pre-packaged and arrive on site ready to be placed in the melter applicator. The materials shall meet the following requirements:

2-a Polyester Fibers
A Material Clarification from the manufacturer is required for this material. The polyester fibers must meet the following requirements:

- Length: 6.4mm +/- 0.05mm (0.25 inches +/- 2 mils)
- Crimps: (ASTM D-3937) None
- Tensile Strength: (ASTM D-2256)* 480MPa (69,600 psi) minimum
- Denier: (ASTM D-1577)* 3.0 to 6.0
- Specific Gravity 1.32 to 1.40
- Melting Temperature 245 C (473 F) minimum
- Ignition Temperature 540 C (1000 F) minimum

* this data must be obtained prior to cutting the fibers.

2-b Performance Graded (PG) Asphalt Binder
The Performance Graded (PG) Asphalt Binder shall be Performance Grade 76-22 and shall meet the requirements of AASHTO M-320(M) and AASHTO R-29(M). The Contractor shall submit a Certified Test Report and bill of lading representing each delivery in accordance with AASHTO R-26(M). The Certified Test Report must also indicate the asphalt binder specific gravity at 77 F, rotational viscosity at 275 F, and 329 F, and a mixing and compaction viscosity-temperature chart as if the asphalt binder were to be used as binder for the construction of hot-mix asphalt. The blending of PG asphalt binder from different Suppliers is strictly prohibited. Contractors who blend PG asphalt binders will be classified as a Supplier and will be required to certify the asphalt binder in accordance with AASHTO R-26(M).

2-c Optional Filling Barrier Material—Clean, Dry Sand
Sand shall conform to the requirements of Standard Specifications Section M.03.01, Fine Aggregate, except that the gradation requirements shall be replaced with the following:

<table>
<thead>
<tr>
<th>Square Mesh Sieve</th>
<th>Percent Passing By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 8</td>
<td>100</td>
</tr>
<tr>
<td>No. 50</td>
<td>10-40</td>
</tr>
<tr>
<td>No. 100</td>
<td>0-10</td>
</tr>
<tr>
<td>No. 200</td>
<td>0-3</td>
</tr>
</tbody>
</table>

2-d Optional Sealing Barrier Material—Backer Rod
The backer rod shall be a heat resistant material compatible with the joint sealant and acceptable to the manufacturer of the sealant. No bond or reaction shall occur between the sealant and the rod. It shall be of a non water absorbent material and shall not melt or shrink when hot sealant is poured on it.

The backer rod shall have a maximum of 5% absorption when immersed in water for 24 hours with the ends sealed. The backer rod shall be of such a size that compression is required for installation in the joint, so that it maintains its position during the sealing operation. Backer rod shall be dry.

The contractor must submit to the Engineer all Material Safety Data Sheet documents from the material manufacturer(s) prior to the commencement of work. During work progress, the contractor must submit
to the Engineer the manufacturer’s certificate of testing for compliance to applicable specifications for each batch or lot of material utilized on the contract.

3. Equipment: The equipment used by the contractor shall include, but not be limited to, one or more of each of the following:

1. Melter Applicator: The unit shall consist of a boiler kettle equipped with pressure pump, hose, and applicator wand; the boiler kettle may be a combination melter and pressurized applicator of a double-boiler type with space between the inner and outer shells filled with heat transfer oil. Heat transfer oil shall have a flash point of not less than 600 F. The kettle shall include a temperature control indicator and a mechanical agitator. The kettle shall be capable of maintaining the treatment material at the manufacturer’s specified application temperature range. The kettle shall include an insulated applicator hose and application wand. The hose shall be equipped with a shutoff control. The kettle shall include a mechanical full sweep agitator to provide continuous blending. The unit shall be equipped with thermometers to monitor the material temperature and the heating oil temperature. The unit shall be equipped with thermostatic controls that allow the operator to regulate material temperature up to at least 425 F.

2. Application Wand and Squeegee Applicator: The material shall be applied with a wand followed by a squeegee applicator. The squeegee applicator shall be of commercial/industrial quality designed with a “U” shaped configuration. It shall be of a size adequate to strike off, flush with the surrounding pavement surface and without overflow around the sides, all hot joint and crack filler placed to fill joints and cracks. This tool shall be either attached to the applicator wand or used separately as its own long handled tool.

3. Hot Air Lance: The unit shall be designed for cleaning and drying the pavement surface cracks. Minimum compressed air capacity shall be 100 psi. The compressed air emitted from the tip of the lance shall be flame free and be capable of achieving a temperature of at least 1500 F.

4. Construction Methods: The crack filling operation shall proceed in accordance with the requirements of the “Maintenance and Protection of Traffic” and “Prosecution and Progress” specifications.

1. Weather Requirements: Work will not be performed unless the pavement is dry. No frost, snow, ice, or standing water may be present on the roadway surface or within the cracks. No work shall be done if the ambient temperature is below 40 F during the field application operations.

2. Selection of Cracks for Preparation and Filling: All pavement surface cracks and joints between the Minimum Filling Width and the Maximum Filling Width listed in Table 1 below shall be prepared in this manner, subject to the criteria in Table 2.

<table>
<thead>
<tr>
<th>Minimum Filling Width</th>
<th>1/8 inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Filling Width</td>
<td>1.5 inches</td>
</tr>
</tbody>
</table>
Cracks and Raveled Longitudinal and Transverse Joints to be filled: the width and depth requirements for "cracks" and "raveled longitudinal and raveled transverse joints" to be filled are not the same. The requirements for cracks and raveled joints are stated below.

All crack and raveled joint width determinations shall be made by measuring the pavement crack or joint width flush at the surface of the pavement to be filled. A straightedge shall be used whenever necessary to establish a location or limits of the “flush” surface of the pavement. Note: the width determinations made to identify joints and cracks to be filled may not be the same as the finished width after placement of the filler material. The act of striking off all filler placed may cause the finished appearance of a filled joint or crack to be wider than what was initially measured. This final width is not the width to be used to determine whether a crack or joint should be filled under this specification. It is the width measured before placement of any filler that is to be used to determine the appropriate widths of cracks and joints to be filled.

Table 2—Criteria for Selecting Cracks/Joints to Fill

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack</td>
<td>Between 1/8&quot; in width up to 1.5&quot;</td>
<td>Fill entire crack</td>
</tr>
<tr>
<td>Crack</td>
<td>Entire length is less than 1/8&quot; wide</td>
<td>Do nothing</td>
</tr>
<tr>
<td>Crack</td>
<td>Part over 2&quot; wide</td>
<td>Do not fill that part. Repair by another method.</td>
</tr>
<tr>
<td>Crack</td>
<td>Most of the crack is narrow. (Over 75% of segment is less than 1.5&quot; wide.)</td>
<td>Fill length that is less than 2&quot; wide, including parts less than 1/8&quot;</td>
</tr>
<tr>
<td>Crack</td>
<td>A large portion of the crack is wide. (Over 25% of segment is over 1.5&quot; wide.)</td>
<td>Do not fill any part. Repair whole segment by some other method.</td>
</tr>
<tr>
<td>Raveled Joint</td>
<td>Less than 0.5&quot; deep</td>
<td>Do nothing</td>
</tr>
<tr>
<td>Raveled Joint</td>
<td>Less than 1' of continuous length</td>
<td>Do nothing</td>
</tr>
<tr>
<td>Raveled Joint</td>
<td>Over 3&quot; wide</td>
<td>Do not fill that part. Repair by another method</td>
</tr>
<tr>
<td>Raveled Joint</td>
<td>Depth is between 0.5&quot; and 1/2 thickness of surface lift and width is less than 3&quot;</td>
<td>Fill</td>
</tr>
<tr>
<td>Raveled Joint</td>
<td>Depth is greater than 1/2 thickness of surface lift</td>
<td>Treat it like a crack. Take the action specified for a crack of similar dimensions</td>
</tr>
</tbody>
</table>

3. Preparation: Cracks/joints shall be prepared to a depth of at least 0.75 inches for cracks between 1/8 inches and 3/4 inches in width, and to a depth of 1.25 inches for cracks between 3/4 inches and 1.5 inches in width.

In the event that cracks are packed tightly with debris, dirt, vegetation, or other material except previously placed sealant or filler that cannot be removed by a hot air lance, the Contractor shall use a vertically mounted power driven wire brush to remove debris and vegetation and burnish the sides of the crack. Cracks treated with the wire power brush shall subse-
Pavement surface cracks, raveled longitudinal joints, and raveled transverse joints to be filled shall be treated with a hot-air lance prior to application of the crack fill material. Two passes, minimum, shall be made with the hot-air lance. The hot-air lance operation shall proceed at a rate no greater than 120 feet per minute. There shall be no more than a 10 minute time lapse between the second hot-air lance treatment and the material application. Should this time be exceeded, the Contractor shall make an additional pass(es) with the hot-air lance.

The use of the hot air lance is not intended to heat the crack; it is to remove any latent moisture or dampness from inside the crack until the inside of the crack is completely dry. “Moisture” does not include standing water. The hot air lance is not to be used to “boil off” or blow standing water from the bottom of a crack or joint. If standing water is present in the bottom of any crack or joint, the filling operation shall be postponed until such time that the standing water evaporates naturally. The Contractor may be allowed to use compressed, oil-free air (not heated) to blow standing water from a crack to help accelerate the natural evaporation of any standing water. If this is done, the crack must be allowed to dry naturally until all standing water is visibly gone. Then the hot air lance may be used. If a crack is already completely dry, in the opinion of the Engineer, the hot-air lance should be operated at its lowest temperature possible.

In the event that existing cracks are open or void to depths greater than 2 inches below the pavement surface, the Contractor may, at his own option, use backer rod or clean dry sand to fill the bottom of the crack as specified below. If sand or a backer rod is used, it shall be placed so the top of it is 1.25 inches below the elevation of the pavement surface. A backer rod or filling sand will not be allowed for cracks wider than 1.5 inches in width or for cracks less than 0.5 inches wide.

**Filling Barrier Material—Clean, Dry Sand**

Sand shall conform to the requirements of Standard Specifications Section M.03.01, Fine Aggregate, except that the gradation requirements shall be replaced with the following:

<table>
<thead>
<tr>
<th>Square Mesh Sieve</th>
<th>Percent Passing By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 8</td>
<td>100</td>
</tr>
<tr>
<td>No. 50</td>
<td>10-40</td>
</tr>
<tr>
<td>No. 100</td>
<td>0-10</td>
</tr>
<tr>
<td>No. 200</td>
<td>0-3</td>
</tr>
</tbody>
</table>

4. Crack Filling: Cracks are to be filled to refusal along their entire length. The treatment material shall be maintained at the manufacturer’s specified application temperature range at all times. The filling operation shall be suspended if the temperature of the crack filling material falls outside the specified/recommended temperature range and shall remain suspended until the crack filling material is brought within the specified temperature range. Cracks must not be overfilled since this may detrimentally affect any planned overlay treatment. If any portion of the crack is overfilled, it shall be squeegeed immediately following application of the crack filler material, striking excess material as flat to the adjacent pavement surface as possible.
Filled cracks are to be squeegeed immediately following application of the crack filling material, striking excess filler flat to the adjacent pavement surface. There shall be no build-up of treatment material above or adjacent to the crack at any time. In cases where the initial application of the filler material fails to fill the crack or shrinks upon cooling such that there is a depression formed of at least one quarter of an inch or greater, a second application of filler shall be placed over the first application to fill the crack adequately as described above.

**Protection of Filled Cracks and Joints:** No traffic shall be permitted on the pavement until the crack fill material is set and the material does not track and is not deformed or pulled out by traffic. If plans call for placing a bituminous surface treatment (e.g. overlay) over the crack filler, a detackifier (sand or liquid or spray or other) or blotter may not be used. Use of any detackifier may interfere with the bonding of any material placed over the material. If a detackifier is used, it shall be one recommended by the supplier. However, no paper, cotton, or other organic materials shall be allowed for either blotting or detackifying. Information on the type and usage of a detackifier shall be presented to the Engineer in writing. Any acceptance of the detackifier shall be granted by the Engineer in writing.

5. **Surplus Treatment Material:** Treatment material remaining in the contractor’s kettle at the close of the daily work session shall be discarded. At no time shall treatment material be reheated for use in subsequent crack filling applications unless permitted by the Engineer following a review of field operation circumstances.

6. All debris generated from the operation described above shall be removed from the roadway by the contractor and disposed in accordance with State of Connecticut law.

7. **Replacement of existing pavement markings obliterated by the crack and joint treatment work:** Existing pavement markings obliterated by the crack and joint treatment work shall be replaced with temporary pavement markings before the roadway is opened to traffic. All costs associated with repair of work damaged by traffic and placement of temporary pavement markings will be borne by the Contractor.

8. **Required Project Documentation:** Provide the Engineer, on a daily basis, a report with the following information:
   
   A. Job number and route number
   B. Date, air temperature (*F) a.m. and p.m. weather
   C. Beginning and ending locations for the day, including lane(s) and direction
   D. Unique or different situations on the project
   E. Contractor’s signature

9. **Material Mixing Procedure:** Field mixing of Performance Grade Binder and the Polyester Fibers is not allowed. The prepackaged material shall be added to the melter applicator. It shall then be heated and mixed/circulated to the recommended application temperature. The crack fill material shall never exceed 400* F.

5. **Acceptance of Work:** When work is complete on the project, or on a project location if multiple locations are included in the project, an inspection of the work shall be scheduled with the Engineer. The Engineer will note all deficiencies including areas exhibiting adhesion failure, cohesion failure, tracking of filler material, missed cracks or joints, and/or other factors that show the work is not acceptable. Work identified by the Engineer as not acceptable shall be redone at the Contractor’s expense. The Contractor shall notify the Engineer upon completion of required corrective work so he/
she can inspect it. All inspections are to take place before applying any subsequent surface treatments.

6. **Method of Measurement:** Each street section is to be paid for as a lump sum. The limits of each street section are indicated with the From/To intersections, with the termini as the curblines of the From/To streets. The estimated project area for each section, in square yards of pavement area in which cracks or joints are filled, are for reference only. Sections may be removed at the Engineer’s discretion.

Table 3—Computation of Total Project Area

<table>
<thead>
<tr>
<th>Section</th>
<th>Street</th>
<th>From Street</th>
<th>To Street</th>
<th>Estimated Section Area (SY)</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. **Basis of Payment:** Pavement joints and cracks filled, as verified and accepted by the Engineer, shall be paid for at the contract Lump Sum price per section. The price shall include all materials, equipment, tools, and labor incidental thereto. Maintenance and Protection of Traffic is incidental to this work and will not be paid for as a separate item. No payment will be issued to the contractor prior to document submittals required.

Pay Item                                                                 Pay Unit
0406196A—Joint and Crack Filling of Bituminous Concrete Pavement      Lump Sum
1. **Description**

This work shall consist of the maintenance and protection of traffic (MPT) on streets and sidewalks in conformity with the requirements of this specification and the Contract Documents. The Contractor is responsible for the maintenance and protection of vehicular and pedestrian traffic.

2. **Materials**

The contractor shall provide all signs, barricades, lights, flashers, traffic cones, and other items necessary to forewarn and guide vehicular and pedestrian traffic through the construction zone and shall be of a number and quality satisfactory to the Engineer and governmental agencies having jurisdiction.

3. **Construction Methods**

   A. **General:** The contractor shall obey all applicable state and local regulations regarding maintenance and protection of traffic.

   B. **Meeting and Proposal:** Prior to the commencement of any construction, the Contractor shall meet with the Engineer or his representative and representatives of the Police Department and shall present a detailed written (MPT) plan showing the sequence of construction and the method of protecting vehicular and pedestrian traffic during each sequence. The plan shall show the location, width and construction details of travel lanes and the number and location of all proposed signs, barricades, flashers, traffic cones or other appurtenances to forewarn and guide traffic. Approval of the schedule of operations and plan by the Engineer shall in no way relieve the Contractor from his responsibility for the maintenance and protection of traffic. Acceptable references for the development of the MPT plan include, but are not limited to: Connecticut Department of Transportation Highway Design Manual, Chapter 14; Connecticut Department of Transportation Traffic Engineering Special Provisions 0971001A—Traffic Control Plans and Typical Materials; the Guidelines for Temporary Traffic Control in Work Zones, March 2009 published by The Federal Highway Administration; and the Manual on Uniform Traffic Control Devices, Part 6.

   C. **Existing Streets Open:** Except as otherwise provided or permitted by the Engineer, the Contractor shall keep all existing streets open to traffic for the full length of the project and shall provide a sufficient number of travel lanes to move that traffic ordinarily using the roadway. The travel lanes shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference to traffic consistent with the proper prosecution of the work.
D. **Lanes of Travel:** Travel lanes shall be maintained by the Contractor in a suitable manner at all times. The Contractor will be responsible for removal of snow and ice on all streets and detours within the Area of Work while he is actively prosecuting the completion of the Contract. If there is a winter shutdown approved by the Engineer, the Contractor will normally not be responsible for snow and ice removal. The Contractor will maintain all trenches in good repair during these periods.

E. **Street Closings:** The closing of any street for any purpose whatsoever shall be for the length of time and subject to the restrictions described in the Contract Documents. No street will be closed without the Contractor having received prior approval of the Police Department and the Engineering Division of the Department of Public Works. The Contractor will make sure that the Fire Department and any other agencies (ambulance, emergency services, Board of Education) which may be affected by the closing are notified.

F. **Pedestrian Traffic: All Sidewalks Open:** Except as provided in this Section, or as permitted by the Engineer, the Contractor shall keep all public sidewalks open. On sidewalks open to the public, the Contractor is responsible for removal of snow and ice and for repairs necessary to obtain safe pedestrian conditions except during authorized shutdown periods. Sidewalks broken or damaged during construction shall be removed and replaced at no additional cost to the Town.

During temporary shutdowns approved by the Engineer, snow and ice removal will normally be performed by others. The Contractor will maintain the sidewalks and other pedestrian walkways in good repair during these periods.

G. **Signs for Closing:** In those instances where the Contractor is permitted to eliminate pedestrian access, the Contractor shall erect signs to warn pedestrians of the closing. Such signs shall be erected at the nearest street intersection at either end of the sidewalk on which pedestrian access is to be eliminated. Signs shall warn pedestrians of the closing and shall indicate the nearest alternate pedestrian route. In addition, barricades shall be placed to separate areas in which pedestrian access is permitted.

H. **Engineer’s Restrictions:** Elimination of pedestrian access shall be for the length of time and subject to restrictions the Engineer may impose.

I. **Pedestrian Detours:** When work is to be done which will not necessitate eliminating pedestrian access but which will temporarily interfere with pedestrian access, signs, barricades, and other devices shall be employed to warn pedestrians. During non-working hours pedestrian detours shall be provided such that pedestrians will not be required to travel in the street or on private property. Work temporarily interfering with pedestrian movement shall be completed and the site cleaned up as quickly as is reasonably possible.
J. **Provision for Private Access:** The Contractor shall schedule his operations to cause a minimum of inconvenience to occupants of existing properties. Prior to restricting or eliminating vehicular access to any property the Contractor shall notify the occupants of the property twenty-four hours in advance. Thereafter, the Contractor shall complete the items of work and restore access as rapidly as possible. Restrictions of access shall at all times be subject to the approval of the Engineer. At no time shall the Contractor prevent pedestrian access to any existing building. Where existing access is eliminated and other access substituted therefor, the substituted access shall be maintained by the Contractor to a quality equal to or better than the eliminated access.

K. **Signs and Other Warning Devices:** Illumination of Warning Devices: All signs and barricades or other appurtenances for the protection of the public shall be illuminated by lanterns, flashers, or other acceptable means during the hours of darkness or low visibility. The Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken that weeds, shrubbery, construction materials or equipment and soil do not obscure any sign, light, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.

4. **Method of Measurement**

The costs for construction, maintenance and removal of detours, signs, barricades, flashers and all other devices necessary to maintain and protect traffic in accordance with the provisions of the Contract Document will not be measured for payment but shall be included in the square yard lump sum price for Joint and Crack Filling of Bituminous Concrete Pavement.

5. **Basis of Payment**

Maintenance and Protection of Traffic required for or forming a part of the work called for by the Drawings, these Specifications or other Contract Documents will be paid for at the lump sum price when the item appears in the Proposal Pages. Maintenance and Protection of Traffic will be considered incidental to other item of work when a pay item is not included. The price shall include construction, maintenance and removal of detours, signs, barricades, flashers, cones, and all other devices necessary to maintain and protect traffic all in accordance with the provisions of the Contract Documents.

There shall be no direct payment for Maintenance and Protection of Traffic. The cost of this item shall be included in the square yard lump sum price for Joint and Crack Filling of Bituminous Concrete Pavement.
Item #097000A   TRAFFIC PERSON

Shall conform to Form 816 Section 9.70.