

**TOWN OF SHERMAN  
FAIRFIELD COUNTY, CONNECTICUT  
ADVERTISEMENT FOR BIDS  
ROAD RECLAMATION AND PAVING SERVICES**

Sealed bids will be received by the Office of the First Selectman of the Town of Sherman, for **Road Reclamation and Paving Services** for various projects in the Town of Sherman.

The work involves hauling and laying Class I asphalt from O & G Industries in New Milford, Connecticut, reclaiming and grading of the existing roadbed prior to paving, paving with three inches (3") of Class I asphalt (except as otherwise noted) with key cuts as indicated in the project description.

Sealed bids will be received at the Office of the First Selectman, Town of Sherman, Mallory Town Hall, Sherman, Connecticut 06784-0039 until 4:00 P.M., Local Time, on July 20, 2017, at which time and place they will be publicly opened and read aloud.

Bids shall be contained in a separately sealed, opaque envelope clearly marked "PROPOSAL FOR: ROAD RECLAMATION AND PAVING SERVICES".

The Contract Documents for the proposed work may be obtained at the Office of the First Selectman, 9 Route 39 North, Sherman, Connecticut 06784-0039 Tuesdays through Fridays during the hours of 9:00 a.m. to 12:00 noon and 1:00 to 4:00 p.m. or on the Town's website: <http://www.townofshermanct.org> under "Quick Links", "Requests for Bids". Contractors/Prospective Bidders shall leave their names, correct mailing addresses, telephone number and fax number upon receipt of a set of the Contract Documents through the Office of the First Selectman. Contractors/Prospective Bidders receiving the Contract Documents through the Town of Sherman website are responsible for determining from the website prior to their bid submission whether any Addendum have been issued to amend or modify the Contract Documents.

The successful bidder shall enter into a contract for the same, within ten (10) days after notification of award of contract. If no contract is awarded within 60 days of the opening of bids, the bid may be withdrawn.

The successful bidder shall commence work within 10 days of issuance of a Notice to Proceed. All Work must be completed within **30 calendar days** of issuance of the Notice to Proceed.

The Town of Sherman, Board of Selectmen reserves the right to reject any or all bids and re-advertise for new bids for any reason. The award of the contract, if made, will be made to the lowest responsible and qualified bidder.

Town of Sherman, Connecticut  
By Clay Cope, First Selectman

**An Affirmative Action/Equal Opportunity Employer  
Minority Business Enterprises are Encouraged to Apply**

## INFORMATION FOR BIDDERS

Sealed Proposals from Contractors will be received by the Town of Sherman at the Office of the First Selectman, Mallory Town Hall, Sherman, Connecticut 06784-0039 until 4:00 p.m., Local Time, on July 20, 2017. Bids will be opened publicly immediately thereafter and read aloud. Bids received after that time will be considered informal and rejected.

Bids must be enclosed in a sealed envelope addressed or delivered to the Town of Sherman, Office of the First Selectman, Mallory Town Hall, Sherman, Connecticut 06784-0039 and **CLEARLY MARKED ON THE ENVELOPE, "PROPOSAL FOR: ROAD RECLAMATION AND PAVING SERVICES"**.

The envelope shall bear on the outside the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Town of Sherman at the address given above.

All bids must be made on the required bid proposal form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid proposal form must be fully completed and executed when submitted. Only one copy of the Bid Proposal is required.

A conditional or qualified bid will not be accepted.

The project is described as follows:

**Cozier Hill Road** - hauling and laying of approximately 58,080 sq. ft. of Class I asphalt from O & G Industries in New Milford, Connecticut. Reclaiming, grading and compacting of the existing roadbed prior to paving. Paving with two and a half inches (2.5") of Class I asphalt, compacted, with one inch and a half (1.5) of Class II top coat. There is to be one (1) key cut at the intersection of Cozier Hill Road at 37 South, and one (1) key cut at Woods Road, and one (1) key cut on Cozier Hill Road at the half mile mark. All driveway aprons are to be paved, to a minimum of ten (10) feet off of road edge. Curbing at each catch basin to be a min. of twelve (12) feet in each direction. (Note: Town crew will lift twelve (12) existing catch basins)

**EACH PROJECT SHALL BE DEEMED AN ALTERNATE. BIDDERS MAY BID ON ANY ONE ALTERNATE (PROJECT), ALL ALTERNATES (PROJECTS) OR ANY COMBINATION OF ALTERNATES (PROJECTS).**

**ONE OR MORE CONTRACTS MAY BE AWARDED BY THE TOWN BASED UPON THE BID PROPOSALS FOR ALTERNATES OR COMBINATIONS OF ALTERNATES AS SUBMITTED.**

**Bidders are advised that if any such contract is for \$100,000 or greater, then the contract shall be subject to the requirements of Section 31-53 of the Connecticut General Statutes concerning the payment of wages and/or employee contributions at the prevailing rate established by the Connecticut Department of Labor.**

The contractor is responsible to inspect the site of the work and to perform all measurements and estimating necessary to his bid. A pre-bid meeting will be held at Public Works Garage at 43 Route 39

North, Sherman, Connecticut 06784 on July 17, 2017 at 9 A.M. to discuss project requirements and to permit prospective bidders to inspect the site and to obtain necessary measurements.

Bidders must satisfy themselves of the contract requirements and the site conditions by examination of the site and building. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantity of work or of the nature of the work to be done.

The Town of Sherman reserves the right to delete portions of the work, or to add to the work, as it deems necessary or desirable. Contract price shall be adjusted as provided in the Agreement.

The Town of Sherman may waive any informality or minor defect in the Bid Proposal or reject any and all bids for any reason whatsoever. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening of bids. Should there be reasons why the contract (or contracts) cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town of Sherman and the apparent successful Bidder.

Bidders are advised that in the employment of mechanics, laborers and workers in the performance of the Contract, Contractor shall give preference to citizens who are, and continuously for six (6) months prior to the contract date have been residents of the State of Connecticut and if no or insufficient numbers of such qualified persons are available, then to residents of the other states in accordance with Sections 31-52 and 31-53 of the Connecticut General Statutes. Only citizens and legal residents of the United States with valid working papers may be employed as mechanics, laborers and workers on this project.

The Contract Documents contain the provisions required for the construction of the project. All questions about the meaning or intent of the Contract Documents shall be submitted to the Office of the First Selectman at Mallory Town Hall in writing not later than three (3) days prior to the date fixed for the opening of Bids. Any interpretations of questions so raised, which in the opinion of the First Selectman require interpretation, will be issued by Addenda mailed or delivered to all parties recorded as having received the Bid Documents. The Town of Sherman may issue such additional Addenda as may be necessary to clarify, correct or change the Bidding or Contract Documents not later than three (3) days prior to the date set for the opening of bids.

Except by written Addenda, information obtained from an officer, agent, or employee of the Town of Sherman, or any other person shall not affect the risks or obligations assumed by the Bidder nor relieve him from fulfilling any of the conditions of the Contract Documents.

Each bid proposal must be accompanied by a proposal guarantee in the form of a Bid Bond having as surety a surety company licensed to act as surety in the State of Connecticut or a certified check or cashier's check drawn on a Connecticut Bank or Trust Company or on a National Bank payable to the Town of Sherman in an amount equal to **five (5%) percent of the total bid proposal (total of all Alternates bid upon)**. Within ten (10) days of the opening of bids, the Town will return the proposal guarantees of all except the three apparent low bidders. The proposal guarantee of successful Bidder(s) will be retained until the Agreement is signed, the required Payment Bond and Performance Bond have been executed and approved and the required certificates of insurance have been submitted and approved, after which time, **at which time all proposal guarantees will be returned.**

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a surety approved by the Town, will be required of the successful Bidder for the faithful performance of the Contract and for the payment of subcontractors and materialmen. Acceptable forms of a Performance Bond and a Payment Bond are included in the Contract Documents. The bonds shall be in substantially the same form as that contained in the Contract Documents and shall be subject to approval by the Town or its attorney. The surety shall be acceptable to the Town. Unless otherwise waived, the surety shall be a surety company licensed to act as surety in the State of Connecticut.

The Performance and Payment Bonds shall be provided by the successful bidder(s) within **ten (10) calendar days** from the date that the Town of Sherman issues Notice of Award to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the Bidder to execute the Agreement or to provide the Performance and Payment Bonds in a form and with surety acceptable to the Town, the Town may at its option consider the Bidder in default, in which case the Bid Bond accompanying the Proposal shall become the property of the Town of Sherman.

Insurance: The successful bidder must carry and provide a current Certificate of Insurance to the Town prior to commencement of work, meeting the following requirements:

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability:	\$ 100,000
  
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability:	\$1,000,000
  
- c. Worker's Compensation, as required by Connecticut State statutes.
  
- d. The "Town of Sherman" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
  
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A:VII.
  
- f. All insurance may not be canceled or modified without ten (10) days written notice by registered U.S. Mail to : First Selectman, Town of Sherman, 9 Route 39 North, PO Box 39, Sherman, CT 06784-0039.
  
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

The Town of Sherman, within **ten (10) calendar days** of receipt of acceptable Performance and Payment Bonds and certificates of insurance, and Agreement signed by the party to whom the Contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Office of the First Selectman.

State Sales Tax Exemption:

A. Each Bidder is advised that, in accordance with the provisions of the Connecticut General Statutes, sales of tangible personal property and services to the Town of Sherman are not subject to the Connecticut Sales and Use Tax. Accordingly, such tax shall not be included in the Bid.

B. Each Bidder is advised that provisions of Section 12-458 of the General Statutes provide an exemption from tax in the purchase of motor fuel for the purpose of performing contractual services for a political subdivision of the state. Accordingly, such tax shall not be included in the Bid.

C. Each Bidder shall thoroughly familiarize himself with all laws, ordinances, regulations and rules requiring the payment of taxes, and each Bidder and the Contractor are responsible for checking with the State of Connecticut on items that may or may not be exempt and the steps which should be taken to obtain such exemption.

D. An appropriate exemption certificate will be furnished to the successful Bidder upon request.

Public officials and employees of the Town of Sherman, and their relations, are prohibited from receiving contracts for materials or services related to this project.

The work required by the Contract shall commence within ten (10) days of the issuance of a Notice to Proceed by the Town. The contract work shall be complete within 30 days of the issuance of the Notice to Proceed. Should there be reasons why the work cannot be commenced within ten (10) days of the issuance of the Notice to Proceed, the time may be extended by mutual agreement between the Town and Contractor. **THE TIME OF COMPLETION, HOWEVER, IS OF THE ESSENCE OF THE CONTRACT. FAILURE TO ACHIEVE COMPLETION WITHIN THE TIME SPECIFIED WILL SUBJECT THE CONTRACTOR TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$250.00 PER DAY.**

This project is subject to the provisions of Section 31-57b of the Connecticut General Statutes. As such, the contract may not be awarded to any person or firm that, within the three-year period preceding the bid, has received three or more citations for willful or serious violations of any occupational safety and health act, including the Occupational Safety and Health Act of 1970, that were not abated or set aside; or which has received one or more criminal convictions related to the injury or death of any employee.

The Town of Sherman may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for

such purpose as it may request. The Town of Sherman reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The Town of Sherman reserves the right to reject any and all bids for any reason whatsoever which it deems to be in the interest of the Town. The award of the contract, if made, will be made to the lowest responsible and qualified bidder for the particular project (Alternate) involved. That bidder is the person or firm whose bid to perform the work is the lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town, who is able to mobilize within the time required by the contract documents.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

TOWN OF SHERMAN  
By: Clay Cope, First Selectman

**BID FORM**

**ROAD RECLAMATION AND PAVING SERVICES**

**(Bids shall be submitted in a separately sealed, opaque envelope clearly marked “PROPOSAL FOR: ROAD RECLAMATION AND PAVING SERVICES”. A Bid Guarantee equivalent to five percent (5%) of the total bid price shall be submitted with each bid. Bidders may bid on any one Alternate, all Alternates or any combination of Alternates.**

TO: TOWN OF SHERMAN  
OFFICE OF THE FIRST SELECTMAN  
MALLORY TOWN HALL,  
SHERMAN, CT 06784-0039

Date: \_\_\_\_\_, 2017

Proposal of \_\_\_\_\_

(Hereinafter called “Bidder”) organized and existing under the laws of the State of \_\_\_\_\_

To the TOWN OF SHERMAN (hereinafter called “Town”)

Gentlemen:

The Bidder, in compliance with your invitation for bids for

**ROAD RECLAMATION AND PAVING SERVICES,**

Having examined the specifications and related documents (“Contract Documents”) and the site of the proposed work, and being familiar with all of the conditions surrounding the implementation of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to perform the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence construction work on the Contract within 10 days after issuance of a Notice to Proceed unless a later starting date is specified by the Town in the written “Notice to Proceed”.

**The Bidder understands and agrees that each Project for which a bid is submitted shall be deemed an Alternate and that the Town of Sherman may award one or more contracts to different Bidders based upon the bid proposals for Alternates or combinations of Alternates as submitted.**

The rate of progress of and the completion date for, the work shall be as specified in the Contract Documents. Bidder will complete the work in accordance with the Contract Documents for the following price:

The bid amounts shall be shown in both figures and words. In case of discrepancy, the amount shown in words will govern.

**Cozier Hill Road** - hauling and laying of approximately 58,080 sq. ft. of Class I asphalt from O & G Industries in New Milford, Connecticut. Reclaiming, grading and compacting of the existing roadbed prior to paving. Paving with two and a half inches (2.5") of Class I asphalt, compacted, with one inch and a half (1.5) of Class II top coat. There is to be one (1) key cut at the intersection of Cozier Hill Road at 37 South, and one (1) key cut at Woods Road, and one (1) key cut on Cozier Hill Road at the half mile mark. All driveway aprons are to be paved, to a minimum of ten (10) feet off of road edge. Curbing at each catch basin to be a min. of twelve (12) feet in each direction. (Note: Town crew will lift twelve (12) existing catch basins)

**Lump sum bid for Cozier Hill Road:** \$ \_\_\_\_\_ (in figures)

\_\_\_\_\_  
(Written out in words)

**TOTAL AMOUNT OF ALL ALTERNATE BIDS:**

\$ \_\_\_\_\_ (In figures)

\_\_\_\_\_  
(Written out in words)

**ADDENDA**

The Bidder acknowledges the receipt of the following Addenda, but agrees that Bidder is bound by all Addenda whether or not listed herein:

**ADDENDUM NUMBERS AND DATES**

Number 1 Dated: \_\_\_\_\_  
Number 2 Dated: \_\_\_\_\_  
Number 3 Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_  
Title

Address : \_\_\_\_\_ Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

The proposed Surety Company on the Performance and Payment Bond is as follows:

Name: \_\_\_\_\_ -

Name and address of Agent: \_\_\_\_\_

Address of Home Office: \_\_\_\_\_  
\_\_\_\_\_

**BIDDERS MUST COMPLETE AND RETURN EACH OF THE FOLLOWING FORMS WITH THE BID. BIDS THAT DO NOT INCLUDE THESE FORMS SHALL BE CONSIDERED INCOMPLETE AND REJECTED.**

1. Bidder's Qualification Statement
2. Non-Collusive Bidding Certificate

## BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the BID, so that the OWNER can judge the BIDDER's ability, experience, and facilities for performing the proposed work.

1. Name of BIDDER: \_\_\_\_\_
2. BIDDER'S Tax Identification Number: \_\_\_\_\_
3. What year was company organized/formed? \_\_\_\_\_
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
5. What is the general character or type of work you perform?  
\_\_\_\_\_  
\_\_\_\_\_
6. Has the BIDDER ever failed to complete any contracted work? If yes, explain with whom and why:  
\_\_\_\_\_  
\_\_\_\_\_
7. Has the BIDDER ever defaulted on a contract? If yes, explain with whom and why:  
\_\_\_\_\_  
\_\_\_\_\_
8. Has the BIDDER ever had liquidated damages charged or assessed on a contract? If yes, explain with whom and why:  
\_\_\_\_\_  
\_\_\_\_\_
9. Has the BIDDER, within the three-year period preceding the bid, received any citations for willful or serious violations of any occupational safety and health act, including the Occupational Safety and Health Act of 1970, that were not abated or set aside; or any criminal convictions related to the injury or death of any employee? If yes, explain the circumstances:  
\_\_\_\_\_  
\_\_\_\_\_

10. For other work you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed. **NOTE:** The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed in the attachment hereto

**PROPOSED SUBCONTRACTORS**

BIDDER intends to utilize the following subcontractors on this project:

[If none, write "None" here: \_\_\_\_\_]

NAME AND ADDRESS  
OF SUBCONTRACTOR(S)

DESCRIPTION OF WORK

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

NON-COLLUSIVE BIDDING CERTIFICATE

The undersigned Bidder and each person signing on behalf of Bidder, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the price which have been quoted in this bid have not been knowingly disclosed by the Bidder, and will **not** knowingly be disclosed by the Bidder prior to opening, directly, to any other Bidder or to any competitor;
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound

unto the **Town of Sherman, Connecticut**, as Obligee, hereinafter called the Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with the Owner for the **Road Reclamation And Paving Services, Contract # \_\_\_\_\_** which contract with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, of any other forbearance on the part of either the Owner or the contractor to the other shall not in any way release the Contractor and the Surety, or their successors or assigns from their liability hereunder. Notice to the Surety of any such alterations, extension or forbearance is hereby expressly waived.

WHENEVER Contractor shall be, and declared by the Owner to be, in default under the Contract, the Owner having performed the Owners obligations thereunder, the Surety upon written notice of such default shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Owner, said other contractor to act as an agent of the Surety, or
2. Obtain a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest acceptable and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progress sufficient funds to pay the cost of completion less the balance of the contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph), but not exceeding, including other costs and demands for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof The term, "balance of the contract price" as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

SIGNED AND SEALED THIS \_\_\_\_ day of \_\_\_\_\_, 2017  
IN THE PRESENCE OF:

\_\_\_\_\_ L. S.  
(Principal) (Affix Seal)

By \_\_\_\_\_  
(Title)



LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, of \_\_\_\_\_, as Principal, and \_\_\_\_\_, of \_\_\_\_\_, as Surety are held and firmly bound unto the **Town of Sherman, Connecticut**, as Obligee (hereinafter called Owner) for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which the Principal and Surety bind themselves, their heirs, executor, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for the **Road Reclamation And Paving Services, Contract # \_\_\_\_\_**, which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may assert a claim for payment or bring a suit on this Bond, and in the name of the person or party suing, prosecute the same to a final judgment, and

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as a person or party having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished or provided by such claimant, may assert a claim for payment and prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
  - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the Principal, the Owner, or the Surety, within ninety (90) days after claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was performed. Such notice shall be served by mailing the same by certified mail, postage prepaid, return receipt requested in an envelope addressed to the Principal, Owner or Surety, at any place where an





**CONTRACT # \_\_\_\_\_**

AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2017 between the TOWN OF SHERMAN, a municipal corporation located in the County of Fairfield, State of Connecticut (hereinafter Town) and \_\_\_\_\_, a Connecticut \_\_\_\_\_ having an office and place of business at \_\_\_\_\_ (hereinafter 'Contractor') for Road Reclamation And Paving Services

The Town and the Contractor agree as set forth below.

**ARTICLE 1**  
**THE WORK**

1.1 The Contractor shall perform all the work required by the Contract Documents for the **Road Reclamation And Paving Services** for the following project

**Cozier Hill Road** - hauling and laying of approximately 58,080 sq. ft. of Class I asphalt from O & G Industries in New Milford, Connecticut. Reclaiming, grading and compacting of the existing roadbed prior to paving. Paving with two and a half inches (2.5") of Class I asphalt, compacted, with one inch and a half (1.5) of Class II top coat. There is to be one (1) key cut at the intersection of Cozier Hill Road at 37 South, and one (1) key cut at Woods Road, and one (1) key cut on Cozier Hill Road at the half mile mark. All driveway aprons are to be paved, to a minimum of ten (10) feet off of road edge. Curbing at each catch basin to be a min. of twelve (12) feet in each direction. (Note: Town crew will lift twelve (12) existing catch basins)

**ARTICLE 2**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

2.1 The Work to be performed under this Contract shall be commenced within ten (10) days of the issuance of a Notice to Proceed by the Town. **THE CONTRACT WORK SHALL BE SUBSTANTIALLY COMPLETE WITHIN 30 CALENDAR DAYS OF THE ISSUANCE OF THE NOTICE TO PROCEED. THE TIME OF COMPLETION IS OF THE ESSENCE OF THIS CONTRACT.**

**ARTICLE 3**  
**CONTRACT SUM**

3.1 The Town shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a Contract Sum of \_\_\_\_\_ and 00/100 Dollars (S \_\_\_\_\_) based upon the Contractor's Bid Proposal.

**ARTICLE 4**  
**PROGRESS PAYMENTS**

4.1 Based upon Applications for Payment submitted by the Contractor, and approval of same by the Town, the Town shall make progress payments on account of the Contract Sum to the Contractor as

provided in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending the last day of each month. Progress payments shall be based on the work completed as of the date of the applicable Application for Payment.

Payment is due thirty (30) days after submission and approval by the Town of the Application for payment.

Payment shall be ninety-five percent (95%) of the approved portion of the Contract Sum properly allocated to labor, materials, equipment and stored materials, less the previous payments.

Within thirty (30) days of Completion of the Work and approval of the final Application for Payment, the 5% retainage being held by the Town shall be reduced to a sum equal to three percent (3%) of the total contract price which sum shall be held by the Town as a cash maintenance bond to assure that the Work continues to conform to the contract requirements for a period of one (1) year following Completion. During such one (1) year period, Contractor shall repair any defects or failures that occur to the Contract Work.

Final payment is due thirty (30) days after completion and acceptance of the Work and after the expiration of the one (1) year Maintenance Period as provided by Article 5.

4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing at the place of the Project.

#### ARTICLE 5 FINAL PAYMENT

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Town to the Contractor when the Work has been completed, the Contract fully performed, the Work accepted by the Town and a one (1) year Maintenance Period has expired.

#### ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents, which constitute the entire agreement between the Town and the Contractor, are listed in Article 7, except for Modifications or Change Orders issued after execution of this Agreement.

#### ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of the Advertisement for Bids, the Information for Bidders, the Bid Proposal, the Bidder's Qualification Statement, the Non-Collusive Bidding Certificate, this Contract, the Specifications, and all Addenda issued prior to the execution of this Contract, and all Modifications issued by the Town after execution of this Contract such as Change Orders, written interpretations and written orders for minor changes in the Work. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not

covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results.

7.2 By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## ARTICLE 8 TOWN

8.1 This Contract shall be administered by the Town of Sherman, acting through its First Selectman. As used herein, the term Town includes the Sherman Board of Selectmen, the First Selectman and the Sherman Supervisor of Public Works. Designated representatives of the Board of Selectmen and the First Selectman shall have access to the Work wherever it is in preparation and progress.

8.2 The First Selectman and the Supervisor of Public Works will each have authority to reject Work which does not conform to the Contract Documents.

8.3 If the Contractor fails to correct defective Work or persistently fails to carry out the work in accordance with the Contract Documents, the Town, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any person or entity, nor extend the time for substantial completion.

## ARTICLE 9 CONTRACTOR

9.1 The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

9.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

9.4 The Contractor warrants to the Town that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective and rejected.

9.5 Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes which are legally enacted at the time bids are received, and shall secure and pay for the building permit and for all other permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

9.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Town if the Specifications are at variance therewith.

9.7 The Contractor shall be responsible to the Town for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

9.8 The Contractor shall review, approve and submit all Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

9.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials.

9.10 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town, and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 9.10. In any and all claims against the Town and any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 9.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 10 SUBCONTRACTORS

10.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.

10.2 Unless otherwise required by the Contract Documents or in the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Town may have a reasonable objection. The Contractor shall not be required

to contract with anyone to whom he has a reasonable objection. Contracts between Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by Documents, assumes toward the Town, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

**10.3 The Contractor shall comply with the provisions of Section 49-41a(a)(2) of the Connecticut General Statutes by including in each of its subcontracts a provision requiring the subcontractor to pay the amount due sub-subcontractors, whether for labor performed or materials furnished, within thirty (30) days of the date that the subcontractor is paid by the Contractor, for such labor or materials.**

#### ARTICLE 11

Omitted.

#### ARTICLE 12

##### MISCELLANEOUS PROVISIONS

12.1 The Contract shall be governed by the law of the State of Connecticut.

#### ARTICLE 13

##### TIME / LIQUIDATED DAMAGES

13.1 The Contract Work shall be complete **within 30 calendar days** of the issuance of a Notice to Proceed. **The time limited for completion of the Contract Work is of the essence of the Contract.** The Contractor shall expedite the Work and achieve Completion within the Contract Time.

13.2 The Date of Completion of the Work is the date determined by the Town that all construction is complete.

13.3 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or by any other cause which the Town determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Town may determine. The Contractor shall not be entitled to additional compensation as a result of any such time delays.

**13.4 In the event that Contractor fails to achieve Completion within the time specified, the Contractor agrees that it shall be liable to the Town for Liquidated Damages at the rate of \$250.00 per day.** This provision for liquidated damages is intended to compensate the Town for the negative impact of continued construction activities on the premises which will result from delay in completion of the Contract Work and the additional expense of administering this contract, all of which are indefinite and not susceptible of easy proof. This provision for liquidated damages, however, shall neither diminish nor impair the right of the Town to recover for actual damages sustained by reason of default by the Contractor in performance of its obligations hereunder or by reason of any defective work.

#### ARTICLE 14

##### PAYMENTS AND COMPLETION

14.1 Payments shall be made as provided in Article 4 and Article 5 of this Agreement.

14.2 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to the Town or another contractor, or (5) persistent failure to carry out the Work in accordance with the Contract Documents.

14.3 The making of final payments shall constitute a waiver of all claims by the Town except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

**14.4 The Contractor shall comply with Conn. Gen. Stat., Section 49-41a as to payment to subcontractors and materialmen. Section 49-41a requires that:**

**a) The General Contractor, within thirty (30) days after payment to the Contractor, shall pay the amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner; and**

**b) The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of such subcontractors, whether for labor performed or material furnished, within thirty (30) days after such subcontractor has received payment from the General Contractor for labor or materials furnished by such subcontractor.**

#### ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

15.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property and individuals at the site or adjacent thereto. He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Town or anyone directly or indirectly employed by it or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 9.10.

The Contractor shall strictly comply the Specifications concerning Job Conditions.

#### ARTICLE 16

## INSURANCE

16.1 Contractor's liability insurance shall be purchased and maintained by the Contractor to protect him from claims under workers or workmen's compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.10.

Comprehensive automobile liability insurance shall be written with aggregate liability coverage of not less than \$1,000,000 per occurrence for loss due to bodily injury or property damage.

Comprehensive general liability insurance shall be written with aggregate liability coverage of not less than \$2,000,000 per occurrence for loss due to bodily injury and/or property damage. Such insurance shall be written on a broad 'all risks' form of policy.

Certificates of insurance in a form approved by the Town Attorney shall be filed with the Town prior to the commencement of the Work. The Town of Sherman shall be named as an additional insured under said policies of insurance.

Each insurance policy shall contain a clause providing that it shall not be cancelled by insurance company without **ten (10) days** notice to Town of intention to cancel.

## ARTICLE 17 CHANGES IN THE WORK

17.1 The Town, without invalidating the Contract, may order changes in the Work consisting of additions, deletions, or modifications to the Work, the Contract Sum being adjusted accordingly. All such changes resulting in additions or deletions in the Work shall be executed under the conditions of the Contract Documents, except that any claim for extension of time shall be adjusted at the time of ordering such change. No extra work or changes in the Work covered by the Contract Documents shall be done or made by the Contractor without the written approval by the Owner, and not until the price for doing or making such change is agreed upon in writing.

## ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly correct any Work rejected by the Town as defective or as failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 18 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 19  
TERMINATION OF THE CONTRACT

19.1 If through no fault of the Contractor, the Town fails to make payment for a period of thirty (30) days when due, the Contractor may give ten (10) days' written notice to the Town of said default and an opportunity to cure such default in payment within such ten (10) day period. If the Town fails to cure such default in payment within such ten (10) day period, the Contractor may terminate the Contract and recover from the Town payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages applicable to the Project.

19.2 If the Contractor shall

- a) default or fail or neglect to carry out the Work in accordance with the Contract Documents; or
- b) fail to perform any provision of the Work as required by the Contract Documents; or
- c) fail to repair or replace defective or rejected work within the time specified by the Town; or
- d) abandon or fail to substantially prosecute the contract work for a period of five (5) days without prior approval of the Town; or
- e) fail or refuse, after notice from the Town, to supply enough properly skilled workmen or proper materials to complete the Work within the contract time; or
- f) fail to comply with the directives of the Town;
- g) fail to make prompt payment to Subcontractors for labor, materials or equipment;
- h) disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Work; or
- i) shall disregard the authority of the First Selectman or the Supervisor of Public Works,

then, in any such event, the Town, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Town may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the Town's option, the Town may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Town may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Town.

ARTICLE 20  
OTHER CONDITIONS OR PROVISIONS

20.1 Prior to the commencement of the contract work, the Contractor shall post a payment bond with surety with the Town for the protection of employees, subcontractors and materialmen. Such bond shall be posted in the total amount of Contractor's bid and shall comply with the provisions of Section 49-41 of

the Connecticut General Statutes. The surety on such bond shall be a company authorized to act as such surety within the State of Connecticut.

20.2 Prior to the commencement of the contract work, the Contractor shall post a performance bond with surety with the Town in the in the total amount of Contractor's bid. Such bond shall be conditioned upon the Contractor's satisfactory performance of the contract work. The surety shall be a company authorized to act as such surety within the State of Connecticut.

**20.3 If this contract is for \$100,000 or greater, the contract for this project shall be subject to the requirements of Section 31-53 of the e Connecticut General Statutes concerning the payment of wages and/or employee contributions at the prevailing rate established by the Connecticut Department of Labor.** Additionally, in the employment of mechanics, laborers and workers in the performance of the contract, Contractor shall give preference to citizens who are, and continuously for six (6) months prior to the contract date have been residents of the State of Connecticut, and if no or insufficient numbers of such qualified persons are available, then to residents of the other states in accordance with Sections 31-52 and 31-53 of the Connecticut General Statutes.

20.4 Only citizens and legal residents of the United States with valid working papers may be employed as mechanics, laborers and workers on this project.

20.5 This contract is subject to the provisions of Section 4a-60 and Section 4a-60a of the Connecticut General Statutes (non-discrimination on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness and sexual orientation.), which are incorporated herein by reference. As such, during the performance of this contract, the Contractor agrees as follows:

(a) Except in the case of a bona fide occupational qualification or need, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability, physical disability, including blindness, or sexual orientation. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability, physical disability, including blindness, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability, physical disability, including blindness, or sexual orientation.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

advising the said labor union or workers representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will make a good faith effort to employ 'minority business enterprises' as defined in Section 4a-60(b) of the Connecticut General Statutes as subcontractors and suppliers of materials.

(e) The Contractor shall otherwise comply with the provisions of Section 4a-60 and Section 4a-60a of the Connecticut General Statutes.

This Contract entered into as of the day and year first above written.

THE TOWN OF SHERMAN

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Clay Cope, First Selectman

By: \_\_\_\_\_

## SPECIFICATIONS

### ITEM M.04 – BITUMINOUS CONCRETE MATERIALS - CLASS 1 ASPHALT

**Description:** Work under this item shall consist of the pickup, trucking, delivery, placement, shaping and compaction of a single 3" course (compacted thickness) for roads of ConnDOT Class 1 Asphalt Concrete Base Course. The Town of Sherman will purchase the material directly from O&G New Milford. The applicable provisions of Section M.04 of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction FORM 816, 2004 and as amended shall apply.

**Materials:** The Class 1 Asphalt Concrete Base Course shall conform to the Section M.04.02.1 of the State of Connecticut Department of Transportation Standard Specifications.

**Construction Methods:** Project roads shall be reclaimed prior to the installation of asphalt surfaces. The roadways and school parking lot, as applicable, shall have a final pavement width or dimensions as follows:

**Cozier Hill Road** – Average width is twenty two feet (22')

**Method of Measurement:** The work for this item will be measured for payment on a Lump Sum. The work for this item shall also include all tack coating and joint sealing at the terminal ends of the project and at all roadway intersections.

**Basis of Payment:** The bid price shall include the cost of furnishing all labor, materials and equipment necessary to complete the work including tack coating and joint sealing. No direct payment will be made for any losses of material, which may result from shrinkage, compaction, foundation, settlement, waste, overflow, erosion, leakage, or any other cause; the cost of such losses shall be included in the bid price for this work.

## **ITEM E – FULL DEPTH RECLAMATION**

**Description:** Work under this item shall consist of the preparation of a reclaimed sub base course composed of a mixture of the existing bituminous concrete pavement and any underlying granular material. The manufacture of the reclaimed sub base course shall be done by in-place pulverizing and blending of the existing bituminous concrete pavement material and any underlying granular material, thus creating a homogeneous mixture of reclaimed sub base material. This process is known as reclamation. The work shall also consist of shaping, finishing, fine grading, and compaction of the reclaimed sub base material. The entire process shall be accomplished in accordance with these specifications shall result in a finished roadway elevations within two inches of the existing roadway elevations.

Existing subgrades shall be modified with additional aggregates to meet required design gradation and specifications. Any surplus reclaimed material shall be temporarily stockpiled for use in areas of roadway widening, base material for driveway aprons and for interim roadway patching at drainage installations or excavations prior completed prior to roadway reclamation.

Existing roadways shall be reclaimed to a depth of six (6) inches from the top of the existing pavement surface, unless otherwise specified. Liquid calcium chloride shall be applied during the reclamation process as a stabilizing agent.

### **Materials:**

Materials for this work shall conform to the following requirements:

Materials for full depth reclamation shall consist of existing pavements and bases.

Additional processed aggregate base material shall be added as necessary to improve the base material.

If it is necessary to raise or lower any utilities or underdrains, the trench backfill material shall meet the requirements of Section M.02.05 of the State of Connecticut Department of Transportation Standard Specifications.

Liquid calcium chloride shall be 35% (+/-1%) when tested with a hydrometer. The solution shall be true and not be manufactured by reconstituting calcium chloride flake. The calcium chloride solution shall be corrosion inhibited. The corrosion rate as tested under NACE standard TMO 169-95 shall be 705 lower than reagent grade calcium chloride tested under similar conditions.

**Construction Methods:** Significant trees, stone walls and other features on each side of the road shall be protected during the reclamation and calcium chloride application process as directed by the Supervisor of Public Works.

The reclamation shall be to the maximum width of the roadway as specified above and to a minimum depth of six (6) inches and shall extend the full length of the project. All intersecting roadways and at the project terminal end, the existing pavement shall be sawcut and keyed into at least two feet.

Methods, equipment, tools, and any machinery to be used during construction shall be approved by the Supervisor of Public Works prior to the start of the project. Prior to the actual reclaiming of the roadway, drop inlets or catch basins that might be affected shall be sufficiently barricaded so as to prevent reclaimed sub base material, silt or runoff from plugging the drainage system.

Sufficient surface drainage must be provided for each stage of construction so that ponding does not occur on the reclaimed sub base course prior to the placement of bituminous concrete.

Reclamation shall be accomplished by means of a self-propelled, traveling rotary reclaimer or equivalent machine capable of cutting through existing bituminous concrete pavement to depths in excess of six (6) inches with one pass. The machine shall be equipped with an adjustable grading blade leaving its path generally smooth for initial compaction. Equipment such as road planers or cold milling machines designed to mill or shred the existing bituminous concrete, rather than crush or fracture it, shall NOT be allowed. Existing bituminous concrete pavement and any underlying granular material must be pulverized and mixed so as to form a homogenous mass of reclaimed sub base material which will bond together when compacted.

In areas where the vertical or horizontal geometry of the proposed roadway is different than that of the existing, the roadway shall be reclaimed in-place and the reclaimed material sub base placed in windrows or stockpiled while any filling or excavation is performed. When the proposed subgrade elevation is achieved, the reclaimed sub base material will be placed back onto the roadway in lifts no greater than five (5) inches in depth before being compacted.

Reshaping using the reclaimed sub base material should be minimized in order to insure that the roadway has a uniform thickness of reclaimed sub base material throughout. Unless otherwise specified, when reshaping of the roadway is required, it should be performed utilizing additional sub base or processed aggregate base. The reclaimed sub base material shall be compacted prior to the placement of any additional granular material used (sub base or processed aggregate base). Subsequent to the compaction of the reclaimed sub base material, any reshaped material or additional material placed on the roadway should not exceed five (5) inches in depth before being compacted.

Compaction shall be achieved by the use of at least one vibratory roller having a compaction width of not less than five (5) feet and a gross weight of not less than ten (10) tons. It shall have the capability of producing high amplitude and low frequency vibrations. Additional rollers and compactors may be used. The compaction of the reclaimed sub base material shall be a minimum of 95 percent of the proctor wet density (AASHTO T-180D).

Liquid calcium chloride shall be applied through the motor grader at a rate of four tenths of a gallon (0.4 gallons) per square yard. The actual application rate is subject to the determination

and results obtained from the required sampling, which may be determined as more or less to obtain optimum results.

The reclaimed sub base material shall be compacted to the requirements above prior to the placement of traffic on the roadway.

A motor grader shall be used for shaping, fine grading, and finishing the surface of the reclaimed material or any other granular materials placed to form the surface prior to paving.

Any surface irregularities which develop during or after the above described work shall be corrected until it is brought to a firm and uniform surface satisfactory to the Engineer.

The completed, stabilized base shall be inspected by the Supervisor of Public Works for smoothness and accuracy of grade. Any portions found to lack the required smoothness or accuracy shall be reshaped and re-compacted until the required smoothness and accuracy are obtained.

All pavement cross slopes are to be 3/8" per foot.

Pavement Construction: Immediately after the sub-base has been completed and all driveway aprons prepared, the contractor shall tack coat all existing edges of drainage structures (tops) and pavement areas. The pavement shall consist of one three inch (3") compacted course of Class I material, which should be followed by the installation of 8" curbing. All driveway aprons shall be constructed with a one and one-half inch (1-1/2") lip of Class II material at the gutter line.

All pavement work shall conform to the standards set forth within the State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental construction, Form 815 as amended. The Town will not accept any section of road that does not drain properly or causes standing water. Any sections of road with a cross slope of less than 1/4" per foot shall be restored to a cross slope of 3/8" per foot at no expense to the Town.

#### Driveway Aprons:

All driveway aprons shall be adjusted to the newly reconstructed roadway. Limits shall be as determined by the Superintendent of Public Works or his designated representative. All driveway aprons shall be constructed with a one and one half inch (1-1/2") lip of Class I material at the gutter line. A saw cut joint will be made where the new aprons meet an existing paved driveway. A tack coat will be applied where the existing driveways are overlaid and at the key joints. Unpaved driveways shall be prepared and compacted with a proper road base material to a minimum depth of six (6) inches prior to paving.

The contractor shall be responsible to pick up the bituminous material at the Town's approved suppliers and to provide the necessary labor and equipment to install the same in accordance with the contract requirements.

**Method of Measurement:**

Measurements to determine the thickness may be made by the Supervisor of Public Works at intervals of 200 feet or less. If deficient thicknesses are found, the Supervisor will make such additional measurements as he considers necessary to determine the limits of the deficiency. Areas not within allowable tolerance shall be corrected, as ordered by the Supervisor of Public Works, without additional compensation to the Contractor.

**Basis of Payment:** This work will be paid for at the Contract Lump Sum Price, which price shall include all preparation and reclamation of the existing roadway, application and mixing of calcium chloride into the newly reclaimed base through the recycling machine, the shaping, finishing, sawcutting, key grinding, fine grading and compaction of the reclaimed sub base material, replacement of curbing, equipment, tools, labor and work incidental thereto. This also shall include required quality assurance compaction testing and maintenance of the site and proper disposal of excess materials, stones, etc.

Additional water or liquid asphalt, as specified by the Supervisor of Public Works, and additional processed aggregate base to meet the required gradation of the reclaimed material shall be included in the cost of this Contract.

All costs associated with the removal and disposal of excess reclaimed material shall be included in the Contract.