

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Denise Menard
First Selectman

Leonard J. Norton, P.E.
Director of Public Works/Town Engineer

March 28, 2013

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

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**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Project Directory

OWNER:

Town of East Windsor

Denise Menard, First Selectman

11 Rye Street

Broad Brook, CT 06016

Phone: (860) 623-8122

Fax: (860) 623-4798

Department of Public Works

Leonard J. Norton, P.E., Director of Public Works/Town Engineer

6 Woolam Road

East Windsor, CT 06088

Phone: (860) 292-7073

Fax: (860) 292-7072

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

List of Drawings

<u>Sheet</u>	<u>Title</u>
1 of 1	“Proposed Mitigation Improvements, Former Kogut Property, Reservoir Road, East Windsor, CT,” 1”=60’, revised to 4-6-2011 by Milone & MacBroom.

TOWN OF EAST WINDSOR

NOTICE OF BID

Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue

Sealed bids are invited and will be received by the Town of East Windsor, until 11 a.m., Thursday, April 18, 2013 at the First Selectman's Office, Town Hall, 11 Rye Street, Broad Brook, Connecticut, at which time and place they will be publicly opened and read aloud.

Proposals must be submitted on the forms provided and in a sealed envelope plainly marked with the appropriate title.

A mandatory pre-bid conference to review the project will be held at the Meeting Room, East Windsor Town Hall, Broad Brook, CT, Wednesday, April 10, 2013, at 10:00 a.m. All prospective bidders are required to attend.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid, shall be submitted with each bid. The Bid Bond shall be made payable to the Town of East Windsor and shall be properly executed by the Bidder. A 100% Performance, Labor and Material Bond is also required. All sureties must be listed on the most recent IRS circular 570.

Attention of bidders is directed to certain requirements of this contract which require payment of Prevailing Rate wages, and compliance with certain local, state and federal requirements.

The Information for Bidders, Form of Bid, Specifications, and other contract documents may be obtained or examined at the First Selectman's Office, Town Hall, 11 Rye Street, Broad Brook, Connecticut, Mon-Wed: 8:30 am – 4:30 pm, Thursday: 8:30 am – 7:00 pm, and Friday: 8:30 am – 1:00 pm.

Bids, to receive consideration, must be in the hands of the authorized representative, no later than the day and hour mentioned above.

The Town of East Windsor reserves the right to accept or reject any or all bids; to waive any informalities, or; to accept any bid deemed in the best interests of the Town of East Windsor.

All bids will be considered valid for a period of ninety (90) days.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE's, WBE's, SBE's and SECTION 3 DESIGNATED ENTERPRISES
ARE ENCOURAGED TO APPLY

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Project Description

The project includes the clearing and grubbing of approximately two acres of land, excavation of approximately 3600 cubic yards of material, fine grading and placing topsoil over the area, planting approximately 350 shrubs and 30 trees and maintaining erosion and sedimentation controls. Items needed to complete this project shall include, but are not limited to, the following:

1. Call Before You Dig: 1-800-922-4455. Notify the Town Engineer immediately if any utility conflicts are encountered.
2. Provide traffic and pedestrian barricades and construction warning signs as required by applicable laws and regulations. When working along the edge of the road, provide at least one (1) dedicated flagman to direct traffic around work.
3. Contractor shall stake out the limits of disturbance and vegetation to be retained.
4. Contractor shall install sediment and erosion controls along the perimeter and stabilized construction entrances.
5. Clear and grub site and stockpile topsoil. Place sediment filter fence and hay bales around stockpiles.
6. Initiate earthwork operations after silt fence is installed.
7. Disturbed areas to be fine graded and established with vegetation as soon as practical. This includes the planting of bushes and trees. Erosion control matting shall be installed in accordance with manufacturer's specifications.
8. Erosion control measures shall remain in place until all disturbed areas are stabilized and shall be inspected at least once a week and within 24 hours of the end of a storm with a rainfall amount of 0.5 inch or greater.
9. Inspection of the site for erosion shall continue for a period of three (3) months after completion when rainfalls of one (1) inch or more occur.

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Instructions to Bidders

1. RECEIPT OF OPENING BIDS

Sealed bids of proposals for performing the work described herein will be received at the First Selectman's Office, East Windsor Town Hall, 11 Rye Street, Broad Brook, Connecticut 06016, until the time and date as shown on the Invitation to Bid. This is a prevailing rate project.

Copies of contract documents may be obtained from the First Selectman's Office, during the hours specified on the Invitation to Bid.

Proposals must be made on the forms furnished herein. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. A change shall be so worded as not to reveal the amount of the original bid.

Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified bids received on time will be opened publically and will be read aloud. The owner shall have right to reject any or all bids, reject a bid not accompanied by a required bid security or by any data required by these Contract Documents, or reject a bid, which is in any way incomplete or irregular.

2. ADDENDA & INTERPRETATIONS

Any request from prospective bidders for interpretation of meaning of Contract Drawings, specifications or other Contract Documents shall be made in writing to Leonard Norton, Director of Public Works/Town Engineer, 11 Rye Street, Broad Brook, Connecticut 06016, and to be given consideration must be received at least seven (7) days prior to date fixed for opening of proposals. Interpretations will be made in the form of written addenda to the Contract Documents, which addenda shall become a part of Contract. Not later than three (3) days prior to date fixed for opening of proposal, addenda will be mailed to all persons who obtained Contract Documents and provided information to be included on the list of Bidders. Failure of any bidder to receive any such addenda shall not relieve bidder from any obligation under his proposal as submitted.

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Instructions to Bidders
(continued)

3. METHOD OF AWARD

The contract will be awarded to the responsible bidder submitting the lowest bid complying with conditions of these Contract Documents. The bidder to whom the award is made will be notified at the Owner's convenience. The successful bidder shall execute and deliver to the Owner, within ten (10) days after receiving the Notice of Award, and Agreement in the form provided by the Owner, in such number as the Owner shall require.

The Owner also reserves the right to reject any or all bids, for any reason the Owner deems advisable, and to award the contract or contracts to any Contractors bidding on the work regardless of the amount of bid. It is intended that the contract or contracts will be awarded to the lowest responsible and eligible bidder possessing skill, ability and integrity necessary to provide faithful performance of the work.

4. BID SECURITY

The bid must be accompanied by a Bid Bond, in an amount equal to five (5) percent of the amount of the bid. The Bid Bond shall be duly executed by the Bidder as principal and having a surety thereon, which shall be acceptable to the Owner.

No bidder may withdraw his bid within thirty (30) calendar days after the actual date of bid opening.

5. SUBCONTRACTORS

The bidder is advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the Owner. A list of intended subcontractors must be included on the submitted Bid Form.

6. QUALIFICATIONS OF BIDDER

The Town of East Windsor may make such investigation as deemed necessary to determine the ability of the bidders to discharge his contract. The bidder shall furnish the Owner with all such information and data as may be required for that purpose. The Owner reserves the right to reject any bid if the bidder fails to satisfactorily convince the Owner that he is properly qualified by experience and facilities to carry out the obligation of the Contract and to satisfactorily complete the work called for herein. Conditional bids will not be accepted.

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Instructions to Bidders
(continued)

7. EXECUTION OF CONTRACT & NOTICE TO PROCEED

Upon receipt of acceptable signed Agreement, the Owner will, within ten (10) days, enter into and sign the Agreement unless it deems it not in the best interest of the Town.

The notice to proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement.

8. PAYMENT

The Owner shall pay the Contractor 100% of the Contract value upon completion of the work, minus any penalties for delay of completion of work

9. DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The bidder to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. In case of failure of the Bidder to execute the Agreement, the Owner may, at its option, consider the Bidder in default, in which case the bid security accompanying the proposal shall be called.

10. TIME OF COMPLETION

The Bidder must agree to commence work on or before the date specified in the Notice to Proceed and to faithfully complete the project within ninety (90) calendar days. The Owner may deduct \$100 per day from payment due to the contractor for everyday beyond this time limit.

11. CONDITIONS OF WORK

At the date fixed for opening of bids, it will be presumed that each Bidder has made an examination of location and site work to be done under contract; has satisfied himself as to actual condition, requirements and quantities of work; and has read and become thoroughly familiar with Contract Documents, including Contract Drawings and addenda.

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

Instructions to Bidders
(continued)

12. INTERPRETATION OF ACCEPTABLE WORK

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

13. TAX EXEMPTIONS

The Town of East Windsor is exempt from federal excise taxes and Connecticut's sales-tax and use taxes. Bidders shall avail themselves of these exceptions.

14. INSURANCE

The bidder awarded this bid must provide a current certificate of insurance to the Office of the Director of Public Works prior to the commencement of work with the following requirements:

- A. liability limits for bodily injury and personal injury \$1,000,000 per occurrence
- B. liability limits for property damage including that caused by motor vehicle \$1,000,000 per occurrence
- C. contractual liability \$1,000,000 per occurrence
- D. owner's protective liability and property damage
- E. Workers compensation as required by Connecticut state statute
- F. The Town of East Windsor is to appear as an additional insured on all certificate of insurance
- G. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut
- H. Insurance may not be canceled or modified without sixty (60) days written notice by registered US mail to Office of the Director of Public Works, Town of East Windsor, 11 Rye Street, Broad Brook, Connecticut 06016
- I. The insurance company rating should be no less than A-VII by A.M. Best.

15. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Contracts for work under this proposal will obligate the Contractors and sub-contractors not to discriminate in employment practice.

16. RIGHTS-OF-WAY

The Owner shall provide, upon request, any available information, which is pertinent to and delineates and describes the land owned and rights-of-way acquired or to be acquired.

17. SURVEY

If any existing East Windsor highway bounds, Department of Transportation bounds, or private property bounds are disturbed during construction, they will be carefully and exactly replaced, at the Contractor's expense, by a Land Surveyor licensed in the State of Connecticut.

18. SIGNS AND FENCES

Any street or advisory signs, fences or other appurtenances disturbed or removed by the contractor, whether shown in the plans or not, shall be reset or replaced at the Contractor's expense and as directed by the Engineer.

19. SPECIAL REQUIREMENTS

OSHA – Any contract awarded on or after July 1, 2009 requires any mechanic, laborer, or worker who performs work in a classification listed on the prevailing wage rate schedule on any public works project is required to complete a ten (10) hour federal OSHA safety and health course and provide proof of completion.

**FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
(OSHA)**

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of Chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall required that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issue by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S.1; P.A. 08-83, S.1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10 hour or more construction safety course and adding

provision re new miner training program, amended Subsec. (b) by substituting “person” for “employee” and adding “or program”, amended Subsec. (c) by adding “or in accordance with Federal Mine Safety and health Administration Standards” and setting new deadline of January 1, 2009. Deleted former Subsec. (d) re “public building”. Added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective July 1, 2009.

Informational Bulletin
The 10-Hour OSH Construction
Safety and Health Course

(Applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

1. This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
2. The course is required for public works construction projects (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
3. It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
4. The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
5. The internet website for the federal OSHA Training Institute is <http://www.osha.gov/fso/ote/training/edcenters/fact sheet.html> ;
6. The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
7. Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
8. Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation of provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
9. Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;
10. Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. 31-53(f) on which such employee's name first appears;

11. Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in non compliance;
12. Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
13. The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
14. The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
15. Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
16. Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860) 263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETIONS, WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Bid Form

**East Windsor Department of Public Works
Proposed Mitigation Improvements
Former Kogut Property
Reservoir Avenue**

**To: Town of East Windsor, Department of Public Works
11 Rye Street, Broad Brook, CT 06016**

From: Name of Bidder: _____

Address of Bidder: _____

1. The undersigned, having examined the Contract Documents, including the Contract Drawings, Project Description and Instructions to Bidders, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, material, equipment and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for the stipulated sum of:

Bidders must fill in "Bid Unit Price" and "Extended Amount" for each bid item. Extend all prices to two decimals.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	BID UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization, Insurance, Bonding	LS	1	\$	\$
2	Clearing and Grubbing	AC	2	\$	\$
3	Earth Excavation	CY	3600	\$	\$
4	Supplemental Fine Grading	SY	13000	\$	\$
5	Topsoil	SY	12000	\$	\$
6	Sediment Filter Fence	LF	3150	\$	\$
7	Hay Bales	LF	450	\$	\$
8	Construction Staking	LS	1	\$	\$
9	Erosion Control Blanket S75	SY	2150	\$	\$
10	Anti-Tracking Pads	EA	2	\$	\$
11	Turf Establishment – NE Conservation Mix	SY	7500	\$	\$
12	Turf Establishment – Upland Seed Mix	SY	9500	\$	\$
	<i>Subtotal – Site Work</i>				\$
	<u>Plantings:</u>				
	<u>Shrubs:</u>				
13	Witch Hazel	EA	25	\$	\$
14	American Hazelnut	EA	25	\$	\$

ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	BID UNIT PRICE	EXTENDED AMOUNT
15	Black Chokeberry	EA	50	\$	\$
16	Shadblow	EA	50	\$	\$
17	Summersweet	EA	50	\$	\$
18	Gray Dogwood	EA	50	\$	\$
19	Bayberry	EA	50	\$	\$
20	Arrowwood Viburnum	EA	50	\$	\$
	<u>Trees:</u>				
21	Red Maple	EA	5	\$	\$
22	Yellow Birch	EA	5	\$	\$
23	White Ash	EA	5	\$	\$
24	White Oak	EA	8	\$	\$
25	Red Oak	EA	7	\$	\$
	<i>Subtotal – Plantings</i>				\$
	TOTAL–Site Work and Plantings				\$
	GRAND TOTAL				\$

TOTAL OF ALL BID ITEMS: \$ _____

WRITTEN _____ DOLLARS

AND _____ CENTS

- A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner's best interest.
- B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of East Windsor is the awarding authority. The Bidder agrees to hold the above pricing for ninety (90) days.
- C. The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as liquidated damages, and not as a penalty for the delay and additional expense to the Town caused thereby.
- D. The undersigned acknowledges receipt of addendum numbers: _____
- E. The undersigned understands and agrees to comply with and be bounded by the Instructions to the Bidders used for this work.

F. This Bidder hereby agrees to being work immediately upon receipt of the official Notice to Proceed and to substantially complete the work within sixty (60) days thereafter. In submitting this bid, it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the date of bid opening.

Respectfully Submitted By: (Signature) _____

Name (Please Print): _____

Title: _____

SEAL
(If Bid is by a Corporation)

Company: _____

Business Address: _____

Business Phone: () _____

Business Fax: () _____

Email Address: _____

License No.: _____

License Type: _____

Type of Business Entity: _____
(Corporation, co-partnership, individual, etc.)

Individual members of firm:

A. List subcontractors to be used and identify the work they will perform, or attach a separate list:

President of Corporation: _____

Secretary of Corporation: _____

Corporation is organized under law of the State of: _____

Bid dated this _____ day of _____, 2013.

END OF BID FORM

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal,

Hereinafter called "PRINCIPAL," and _____

As Surety, hereinafter called "SURETY," are held and firmly bound unto the Town of

East Windsor, Connecticut, as Obligee, hereinafter called "TOWN," in the amount of

_____ Dollars, (\$ _____), for the payment whereof

PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into a Contract with TOWN for _____

Which Contract is by reference made a part hereof, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, the condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said CONTRACT, and shall certify in writing that all wages paid under said CONTRACT to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the Town of East Windsor, then this obligation shall be null and void, otherwise it shall remain in full force effect.

Whenever PRINCIPAL shall be, and declared by the TOWN to be in default under the CONTRACT, the TOWN having performed its obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions; or
2. Obtain a bid or bids for submission to the TOWN for completing the CONTRACT in accordance with its terms and conditions, and upon determination by the TOWN and SURETY of the lowest possible bidder, arrange for a CONTRACT between such bidder and the TOWN, and make available as work progresses (even though there should be a

default or a succession of defaults under the CONTRACT or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages 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 TOWN to PRINCIPAL under the CONTRACT and any amendments thereto, less the amount properly paid by the TOWN to the PRINCIPAL.

No right of action shall accrue on this bond to or for use of any person or corporation other than the TOWN named herein or the heirs, executors, administrators or successors of TOWN.

Signed and sealed this _____ day of _____, A.D., 20_____.

In the Presence of:

_____ (SEAL)
_____ (PRINCIPAL)

_____ By: _____

_____ (SURETY)

By: _____

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

Note: This bond is issued simultaneously with another bond in favor of the Town of East Windsor, Connecticut conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called "PRINCIPAL," and _____ as Surety, hereinafter called "SURETY," are held and firmly bound unto the Town of East Windsor, Connecticut, as Obligee, hereinafter called "TOWN," for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assign, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written Contract dated _____ entered into a Contract with Town for _____ made a part hereof, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, the condition of this obligation is such, that if the said PRINCIPAL shall pay for all labor and materials furnished to himself or his Subcontractors for use in the prosecution of the Work, and used therein, then, this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 49-41, 49-41a, 41-49b, 49-42 and 49-43 of the General Statutes (C.G.S.A. and Supp. 1989) of the State of Connecticut and any other applicable laws, and the rights and liabilities hereunder shall be determined and limited by said sections and said other applicable laws, to the same extent as if they were copied at length herein.

Signed and sealed this _____ day of _____, A.D., 20_____.

In the Presence of:

(PRINCIPAL) _____ (SEAL)

By: _____

(SURETY) _____

By: _____

CONTRACT

THIS Contract, made this _____ day of _____, 20____, by and between the Town of East Windsor, a municipality located within the County of Hartford in the State of Connecticut, acting through its First Selectman, hereinafter called "TOWN," and _____ hereinafter termed the "CONTRACTOR."

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the TOWN for itself, and the CONTRACTOR for himself and his heirs, executors, administrators, successors and assigns, as follows:

- A. That the Contract Documents consist of this Contract, together with all attachments including but not limited to, the Legal and Procedural Documents, General Conditions, Technical Specifications, Contract Drawings, Exhibits and Addenda issued before execution of the Contract, for the Contract, all of which are included as if fully set forth herein.
- B. That the CONTRACTOR has informed himself fully in regard to all conditions pertaining to the place where the Work is to be done and other circumstances affecting the Work;
- C. That the CONTRACTOR has obtained all the information he needed to enable him to estimate fully and fairly the costs of the Work herein contemplated;
- D. That the CONTRACTOR shall furnish all plant, labor, materials, supplies, tools, equipment, other facilities and things necessary for or incidental to properly construct the following:

"Proposed Mitigation Improvements at the Former Kogut Property"

for the TOWN, in accordance with this Contract, and completing everything required of him under this Contract not later than the time stipulated in the Special Instructions to Bidders and the Form of General Bid.

- E. The CONTRACTOR hereby agrees to commence the work under this Contract on the date to be specified in written Notice to Proceed from the TOWN.
- F. The TOWN shall pay and the CONTRACTOR shall receive as full compensation for fulfilling everything required of the CONTRACTOR under this Contract, the unit prices and lump sums recorded in the Bid, a copy of which is appended to and is made a part of this CONTRACT.

CONTRACT

G. That the quantities shown in the Bid are approximate only and are solely for the purpose of facilitating the comparison of Bids, that the TOWN shall not be held responsible if these quantities are not even approximately correct, that for all Work upon which unit prices are quoted the CONTRACTOR'S compensation shall be computed upon the Work actually performed, measured by the units of measurement specified, whether greater or less than the quantities as shown in the Bid, and that the unit prices set against the several items cover all incidental services required of the CONTRACTOR under the Contract.

That the CONTRACTOR shall give to the TOWN as liquidated damages, not as a penalty, the sum, if any, as specified in the Special Instruction to Bidders, for each day required by the CONTRACTOR to complete the Work of the Contract beyond the time herein stipulated.

IN WITNESS WHEREOF, the parties to these present have executed this CONTRACT in the year and day first above mentioned.

(TOWN)

(SEAL)

By: _____

(TITLE)

(CONTRACTOR)

(SEAL)

By: _____

(TITLE)

IMPORTANT: Execute Acknowledgement of Officer or Agent of Contractor who signs this document (use proper form next page).

CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of _____)
County of _____) SS:

On This _____ Day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be, one of the members of the firm of _____, described in and who executed the same as and for the act and deed of said firm.

(SEAL) _____
NOTARY PUBLIC

CONTRACT

(ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION)

State of _____)
County of _____) SS:

On This _____ Day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be, one of the members of the firm of _____, described in and who executed the same as and for the act and deed of said firm.

(SEAL) _____
NOTARY PUBLIC

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

And all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____