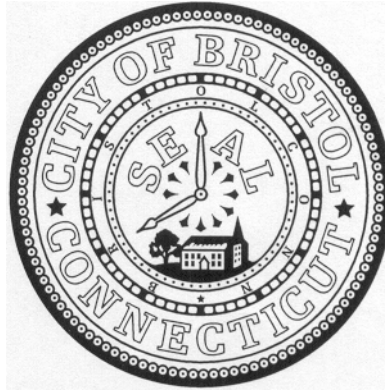


CITY OF BRISTOL
BRISTOL, CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING



SPECIFICATIONS FOR
CONTRACT 2C11-104

Cleaning and Sealing of Cracks in Asphalt Pavements

Proposal Submitted by: _____

Date submitted: _____

Date issued: May 20, 2011

Date Due: June 6, 2011

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STANDARD BIDDING DOCUMENTS

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EXHIBITS

EXHIBIT A: - Street Work Order List

**City of Bristol, Connecticut
INVITATION TO BID 2C11-104**

Cleaning and Sealing of Cracks in Asphalt Pavements

The City of Bristol is seeking bids for the cleaning and sealing of cracks in asphalt pavements at various locations throughout the City. Bid documents may be obtained at no charge, from the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT 06010, between the hours of 8:30 am and 5:00 pm Monday through Friday.

Bids will be accepted until **Monday, June 6th, 2011 at 3:00 pm**, at which time bids will be opened and read. Bids received after the opening date and time will not be considered for award. The City reserves the right to waive any informalities in the bid, to reject any or all bids, and to accept the bid that in its judgment is in its best interest.

Each bid shall be in a sealed envelope addressed to the City of Bristol Purchasing Department, identified as "2C11-104 Cleaning and Sealing of Cracks in Asphalt Pavements", accompanied by a Bid Security in the amount of 10% of the bidders base bid amount.

The awarded contractor will be required to secure a Performance Bond and a Labor and Materials Bond, each in the amount of 100% of the contract award, provided by a surety licensed to do business in the State of Connecticut.

Roger D. Rousseau
Purchasing Agent
(860) 584-6195
<http://www.bristolct.gov/bids>

r/a May 20, 2011

INSTRUCTIONS TO BIDDERS

CITY OF BRISTOL, CONNECTICUT 06010

**CONTRACT 2C11-104
CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENTS**

The following instructions and specifications shall be observed by all Bidders:

1. **Time and Place of Bid Opening**

Bids will be opened at **3:00 pm** on **Monday, June 6, 2011** at the Purchasing Office, 111 North Main Street, Bristol, Connecticut; 06010. Any bid received after the date and time of the bid opening shall not be considered.

2. **Pre-Bid Meeting**

There will not be a pre-bid meeting held for this project.

3. **Availability of Bid Documents**

The prospective bidder must register his name and address when securing the plans and specifications. Plans and Specifications may be secured in person at the Purchasing Office, 111 North Main Street, Bristol, Connecticut; 06010 during regular office hours - 8:30 am to 5:00 pm, Monday through Friday. Distribution of plans and specifications is limited to one set per bidder. Bidders may request shipment of bid documents, at the bidder's sole expense.

4. **Bid Addenda**

If additional information or change shall present itself, the Purchasing Department will send such change in a written addendum not later than three days prior to the date fixed for the opening of bids to the address given by the Contractor at the time of securing the Proposal document. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. All addenda so issued shall become a part of the Contract Documents. Certification of receipt of addenda shall be made by the bidder on the Proposal.

Notice of any addendum issued shall be provided (1) by first class mail and/or (2) by fax transmission; notice of said addendum are additionally posted upon release at the following website:

<http://www.bristolct.gov/bids>

Bidders are requested to acknowledge receipt of any addendum to ensure proper notification of changes to the published specifications. The City does not assume responsibility for any bidder that does not receive any addendum.

6. **Bid Bond Requirements**

A Bid Bond in the amount of ten percent (10%) of the total amount bid is required. Bid Security will be returned to all except the successful bidder upon award, and to the successful bidder upon issuance of a Purchase Order. NO BID WILL BE ACCEPTED UNLESS ACCOMPANIED BY THE REQUIRED BID BOND.

7. **Bid Instructions**

- (a) Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified with the contract number and name as shown on the face of these bid documents.
- (b) Bids must be made on the attached forms with complete information as requested on the bid forms; bids submitted on other than the forms included within this document will not be considered.

8. **Examination of Site Conditions**

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of the lack of knowledge by the Contractor regarding the site, the proposed work, or content of the specifications and drawings will be allowed. The bidder may call the Engineer for an appointment to inspect the work site with him. No appointments for inspection will be made the day of or the day prior to the bid opening. At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the location and site of work to be done under this Contract and has satisfied himself as to the actual conditions and requirements.

9. **Prevailing Wage Rates**

This project is not subject to prevailing wage rates.

10. **Sales and Use Tax**

Bidders are reminded that the Connecticut State Sales and Use Tax, and associated Federal taxes are not applicable under

this contract, and therefore these taxes are not to be included in the bid price(s).

Under terms of Regulation 16, referring to Contractors and Subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials and supplies to be consumed in the performance of the Contract without payment of the tax and shall not include in his bid nor charge any sales or use tax thereon.

11. **Definitions**

The word "City" as used throughout these documents shall refer to the City of Bristol, Connecticut acting through its Mayor and City Council.

The phrase "Mayor" as used throughout these documents shall mean the Mayor of the City of Bristol.

The word "Director" as used throughout these documents refers to the Director of Public Works of the City of Bristol.

The word "Engineer" as used throughout these documents refers to the City Engineer of the City of Bristol.

The word "Bidder" as used throughout these documents refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" as used throughout these documents refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

12. **Project Location**

The project consists of work on various roads throughout Bristol, Connecticut. These locations are subject to change as conditions warrant.

13. **Intent**

The Intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to clean and seal crack existing in asphalt paved streets, complete in place, on various streets; as required by first-class construction practice for work of this type; and/or as ordered by the Engineer.

14. **Work Schedule**

The Contractor shall call the City Engineer at (860) 584-6125 prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays except in case of emergency and only to the extent necessary to make the work safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 am and 5:00 pm, Monday through Friday. Special clearance will be required for work outside these times.

The successful Bidder/Contractor shall begin work within fourteen (14) calendar days after the contract signing. All work under the Contract is to be completed within **ninety (90) calendar days** from the date of the issuance of the Purchase Order. By joint agreement between the Engineer and the Contractor, a later date may be set for beginning work, if such delay is caused beyond the control of the Contractor or the City.

Liquidated damages of **Two Hundred (\$200.00) Dollars** shall be paid by the Contractor to the City for each and every calendar day after the completion date hereinbefore specified. All or a portion of the liquidated damages may be abated for cause by agreement between the City and the Contractor. Liquidated damages will be deducted from monies due the Contractor before final payment.

15. **Evaluation of Prices Submitted**

Bids will be compared on the basis of the estimated quantities times unit or lump sum prices stated in the Proposal. In the event of a discrepancy between prices written in words and figures; the prices written in words shall govern. It is the intent of the City of Bristol to make award to the lowest responsible qualified bidder (reference C.G.S. 4a-59). In the event of a discrepancy between (1) the Total Amount of the bids as recorded on the bid form by the bidder and (2) the Total Amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder extended by designated quantities and tabulated by the Purchasing Agent, the latter shall prevail.

16. **Engineer Estimate of Work**

The Engineer's estimate of work and material by which the bids will be compared, are as shown in the Proposal and are solely for the purpose of comparing proposals received and are approximate only and are not guaranteed. The parts of

the work have been divided into items in order to allow the bidder to bid for the different portions of the work in accordance with his estimate of their cost; so that in event of an increase or decrease of the quantities of any item of work, the actual quantity executed may be paid for at the price bid for that particular item of work.

17. **Contractor Qualifications**

Bidders, if requested, must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted for under this Proposal.

The three lowest bidders may be required to complete information on their qualifications as outlined in an additional set of forms, identified as "Construction Qualification Application", available for inspection within the Purchasing Department. Such application shall be submitted in its entirety within three (3) working days of receipt of written request by the City of Bristol. Any such application is not required to be submitted at the time of bid opening.

Please note that financial information submitted with such application may remain confidential, if provided in a separate envelope clearly marked "Confidential".

18. **Certificate of Good Standing**

Any corporation whose Proposal is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Secretary of the State's Office for Connecticut.

19. **Acceptance/Rejection of Bids**

The City of Bristol may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures not properly initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities; or contractual services included in any or all bids; and/or to waive any informality in bids; and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the City's best interest to do so. The City also reserves the right to reject any or all bids, or to accept any bid whether the lowest or not, should the City deem it for their best interest to do so.

Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a bid to the City.

20. **Local Bidding Preference**

In the event that a local business submits a bid to the City of Bristol that is within 4% of the lowest compliant bidder and is considered to be in compliance with requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the bid as the lowest compliant bidder, at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$1,000,000.00
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal, or other funds that have governing regulations disallowing such practice.
4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

21. **Withdrawal of Bid Submitted**

Any bid may be withdrawn prior to the designated closing time for receiving bids. Bids may be withdrawn 90 days after the bid opening, if no award has been made. If the City does not award a contract within ninety (90) days after the opening of bids, all bid proposals will be null and void except on mutual agreement of the City and the lowest qualified bidder, this time may be extended.

22. **Failure to Submit Bid**

Failure to return a bid may result in the company's name being removed from the Bid List. "No Bids" and responsive bids will result in Bid List retention.

23. **Contract Execution**

The person or persons whose Proposal is accepted will be required to furnish all insurance certificates in amounts as hereinafter specified, within five (5) days from the date of notice of the award; said person or persons will also be required to furnish all performance and payment bonds within three (3) days from request by the City, and at least three (3) days prior to the signing of the Contract.

The person or persons whose Proposal is accepted will be required to execute a contract, in substantially the form annexed, as scheduled by the Office of the Mayor. Once the

contract is executed via formal contract signing at Bristol City Hall, the Contractor will be issued a City Purchase Order for the contract.

Contracts valued at less than \$50,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

24. **Inclusion of Contract Provisions**

The bidders' attention is directed to the form of this agreement, which includes as a part of it in addition to the Instructions to Bidders, Bid Proposal, General Provisions, Special Provisions, Specifications, Measurement and Payment, Contract Drawings and Standard Detail Drawings.

25. **Provision of Contract Related Documents**

Bonds and Insurance Certificates shall be submitted to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required insurance certificates, within the set time periods, the bidder shall forfeit to the City of Bristol such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder, and the total bid of the person or persons with whom the contract is finally executed.

26. **Acceptance of Alternate Materials or Methods**

When alternate bids are asked for, the City at time of the awarding or prior to signing of the Contract, through its Engineer, will select which type of material or construction will be used.

27. **Indemnification**

The Contractor, in contracting for goods, services, materials, labor and the like with the City of Bristol and its respective officers, agents and servants, does hereby agree that the Contractor will indemnify and save harmless the City of Bristol, its respective officers, agents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol, or of the Contractor or of any participant or spectator, and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site, or on any other person or damage to property, real or personal,

including property of the City of Bristol and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the Contractor or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

28. **Equal Opportunity - Affirmative Action**

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each Contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the State of Connecticut General Statutes.

Included within these specifications is an Employment Information Form. Firms with 15 or more employees are required to complete the form and return as part of their bid submission.

29. **Contractor's and Subcontractor's Insurance**

The awarded Contractor shall provide a certificate of insurance naming the City of Bristol as an "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the Contractor with an insurance company which is licensed to do business in the State of Connecticut.

- a. **Worker's Compensation** as required by Connecticut Law.
- b. **General liability** - \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence and \$2,000,000 aggregate coverage.
- c. **Auto liability** - \$1,000,000 (combined single limit). Property damage and bodily injury coverage.
- d. **Owners & Contractors Protective Insurance** policy to be provided in the name of the City of Bristol, with no deductible payable by the City, with the same limits required for the General Liability Insurance. A copy of

the declaration page must be included with the certificate of insurance.

- e. **Professional liability** in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

The City of Bristol reserves the right to modify and/or change the insurance requirements. All individual modifications to the insurance limits require prior approval of the Comptroller's Office of the City of Bristol.

Certificates of coverage on motorized equipment, cars and trucks, including non-ownership and hired vehicles shall also be filed.

Any subcontractor shall be likewise covered and shall furnish certificates of coverage acceptable to the City before starting work.

All certificates of coverage shall be filed in triplicate. All policies and/or certificates shall have a ten (10) day written notice to the City of Bristol of expiration or cancellation.

30. **Bond Requirements**

For all contracts valued in excess of \$25,000.00, the awarded contractor shall provide the following bonds in the minimum amounts as specified herein.

- a. **Labor and Materials Bond** in the amount of 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials, and equipment utilized in the completion of work under the Contract in the amount of contract award.
- b. **Performance Bond**, guaranteed by Surety licensed to do business in Connecticut, in the amount of 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.
- c. **DRS Guarantee Bond** (for out-of-state contractors only); A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut shall use Form AU-766 enclosed to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state.

All bonds shall be guaranteed by Surety licensed to do business in Connecticut.

It is distinctly agreed and understood that any changes in

plans and/or specifications for this work, whether such changes increase or decrease the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the Contractor.

31. **Permits**

The Contractor shall at its own expense take out and possess all necessary permits if required and licenses required by law and necessary for the prosecution of the work under this Contract; including the posting of all bonds and payment of all fees and charges incidental to the due and lawful prosecution of the work covered by the Contract.

No permits typically issued by the Department of Public Works for the referenced work will be required for this project.

32. **Safety**

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, Municipal, and Local regulations, laws, ordinances and Regulations affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) days after the date a contract is awarded, the awarded contractor shall furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public project, pursuant to such contract, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration, or in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.

33. **Personnel Requirements**

All work under the contract shall be performed by competent and proficient tradesman employed by the Contractor and under his supervision. Helpers and Apprentices may be used, but only under direct supervision of the job Foreman.

34. **Prevailing Wage Rates**

If designated as subject to prevailing wage rates in Item 9 of this section, the contractor shall pay its workers in accordance with the wage rates included with this specification.

35. **Subcontractors**

The Contractor shall not sublet any portion of the work without written permission. In no case may it sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the Mayor. Disposal must be for a cause only.

BID PROPOSAL

CITY OF BRISTOL, CONNECTICUT 06010

CONTRACT 2C11-104

CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENTS

Purchasing Office
111 North Main Street
Bristol, Ct. 06010

TO THE CITY OF BRISTOL:

The undersigned hereby declares that no Person or persons other than members of his own organization are interested in this Proposal or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol. It is understood that the City, its agents and employees, are not to be, in any manner, held responsible for the accuracy of, or bound by any estimates relative to the work; all such estimates are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has examined the site of the work, the general information, the plans and specifications and the form of contract, and will contract to provide all necessary tools, apparatus, freight, cartage and expense, and to do all the work and furnish all materials necessary to construct the proposed work in the manner and upon the conditions specified and the terms which follow herein.

The undersigned also agrees to furnish satisfactory performance and payment bonds with surety and to execute and deliver within 15 days after the notice of award, a formal contract with the City of Bristol for the fulfillment of this Proposal; and it is agreed, in case of failure or neglect on the part of the undersigned to do so, the City may determine the contract abandoned and declare the Proposal and acceptance null and void. The City may, at its option, declare the bid bond forfeited. No bid may be withdrawn for a period of 90 days after the opening of the bids.

The undersigned agrees to construct complete in place,

including all labor, materials and equipment, "CONTRACT 2C11-104 CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENTS" according to the attached specifications and plans for the unit prices and/or lump sum prices hereinafter listed, times the actual quantities of the completed work as computed by the Engineer.

The undersigned declares that the bidder is:

(a) A CORPORATION organized under the laws of the State of _____ having its principal office at _____

The principal officers, with their respective titles and addresses, are as follows:

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) A PARTNERSHIP consisting of the following individuals with their addresses:

Name	Address
_____	_____
_____	_____
_____	_____

(c) AN INDIVIDUAL by the name of _____ and doing business as _____

BID PROPOSAL

In accordance with the attached specifications entitled "**CONTRACT 2C11-104 CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENTS**"; the undersigned agrees to:

Item	Description	UOM	Qty	Unit Price	Extension
1	Sealing of Cracks in existing asphalt pavement	LBS	71,000	_____	_____
2	Uniformed Trafficmen	ALLOWANCE	1	\$4,000.00	_____

The **TOTAL AMOUNT** of this Bid, based upon the estimated quantities listed above for Items 1 through 2 (not including Alternates), as computed by the Bidder is:

_____ DOLLARS and
 _____ CENTS. \$ _____

The City of Bristol reserves the right to eliminate all or portions of bid items and evaluate and award the contract based on the total amount of the remaining listed items.

ADDENDA RECEIVED

Number	Date
_____	_____
_____	_____
_____	_____

REFERENCES FOR SIMILAR WORK

	COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1.	_____ _____	_____
2.	_____ _____	_____
3.	_____ _____	_____

LICENSES

	COMPANY NAME/ADDRESS/PHONE NUMBER	REPRESENTATIVE
1.	_____ _____	_____
2.	_____ _____	_____
3.	_____ _____	_____

PROPOSED SUBCONTRACTORS

COMPANY/INDIVIDUAL NAME/ADDRESS/PHONE

LICENSE NUMBER

1. _____

2. _____

3. _____



CONTRACTOR SITE VERIFICATION FORM

Contract 2C11-104
CLEANING AND SEALING OF CRACKS IN ASPHALT PAVEMENTS

AN INDIVIDUAL by the name of _____

and representing _____
(Company Name)

hereby attest that I have field walked the site for the above
referenced project and am familiar with the existing conditions.

_____ By: _____
date signature

title



**CITY OF BRISTOL, CONNECTICUT
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name	Contact Person	Phone Number	Date
Street Address			
City State Zip			

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.		

QUALIFICATIONS OF BIDDER

The bidder is required to submit on the following pages the information required in regard to his qualifications for the work.

- A. Previous experience (number of years) _____.
- B. The location, character, cost, date and names of engineers or officials of similar work previously constructed by the undersigned are as follows:

- C. The equipment which will be available for performing the work under this contract is as follows:

Own equipment:

Rented Equipment:

D. The financial resources of the undersigned with reference to show his financial ability are as follows:

E. The undersigned has failed to comply satisfactorily the following contracts, including also those in which the surety has participated. If there have been no contracts which the bidder has failed to complete satisfactorily, including those also in which surety has participated, the bidder shall definitely so state.

Name of Bidder _____

Address _____

F. Bidder shall submit information on this sheet indicating Municipalities for whom the Bidder has executed similar work without deterioration directly related to improper techniques, for a minimum period of three years. Failure to complete this sheet may be cause for rejection of bid.

1. **Municipality Name:** _____

Location (City, State): _____

Contact Person: _____

Telephone No.: _____

Year Work Performed: _____

2. **Municipality Name:** _____

Location (City, State): _____

Contact Person: _____

Telephone No.: _____

Year Work Performed: _____

3. **Municipality Name:** _____

Location (City, State): _____

Contact Person: _____

Telephone No.: _____

Year Work Performed: _____

4. **Municipality Name:** _____

Location (City, State): _____

Contact Person: _____

Telephone No.: _____

Year Work Performed: _____

5. **Municipality Name:** _____

Location (City, State): _____

Contact Person: _____

Telephone No.: _____

Year Work Performed: _____

QUALIFICATIONS OF SUBCONTRACTORS

The Bidder is required to submit on the following information required in regard to subcontractors.

- A. Approximate listing of Subcontractors which may perform work included under this project and their area of involvement.

- B. The location, character, cost, date and names of engineers or officials of similar work previously constructed by the subcontractors as listed above:

Name of Bidder _____

Address _____

CONSTRUCTION CONTRACT

THIS AGREEMENT, made and concluded by and between the **City of Bristol**, a Municipal Corporation organized and existing under the laws of the State of Connecticut, acting herein by its Mayor, duly authorized, hereinafter designated the "City", party of the first part and **<<Contractor Name>>** (being the party named in the attached copy of the Proposal), hereinafter designated the "Contractor", party of the second part.

WITNESSETH, that said Contractor has agreed, and by these presents does for its, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said City for the consideration hereinafter mentioned and contained, and under the penalty expressed in Bonds hereunto annexed, that said Contractor shall and will, at his, its, or their own proper charge, costs and expense do and perform all the work and furnish all materials and labor necessary or proper, and build in good, firm and in substantial manner, with appurtenances of every kind complete in accordance with this Contract and the specifications which are a part hereof, and in accordance with such further plans and directions as have been made or may be made from time to time the work referred to as "**2CXX-xxx Work Description**" in the amount of

_____ (_____).

All to be in accordance with the terms of the Proposal for said work submitted to the City of Bristol on **<<Bid Due date>>** and accepted by said City on **<<Council Approval date>>** and made a part of this Contract.

The Instructions to Bidders, the Bid Proposal, General Provisions, the Specifications, together with Special Provisions, Addenda and the Bonds and any and all additions which may be inserted or attached to any or all of the sections listed above, together with the drawings named in the Instructions to Bidders are made a part of this Contract. The general features of said work are shown in the drawings referred to above which are made a part of this Contract. The Engineer shall furnish the Contractor with additional plans as may be necessary to show the details of construction, which are to be considered as illustrating the requirements and specifications set forth in this Contract and are to be followed by the Contractor in carrying out the work done hereunder. All work is to be performed under the direction and inspection of the City Engineer who shall interpret the intent and methods described in the plans and specifications.

The Contractor agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20____.

Signed in the presence of: **The City of Bristol, Connecticut**

By: _____
Mayor

Signed in the presence of: **<<Contractor Name>>**

By: _____

<<name and title>>

This Contract was **approved by vote of the City Council** of Bristol, Connecticut on the _____ day of _____ 20____.

City Clerk

Approved as to Form
Office of Corporation Counsel

Approved as to Technical Content
Department of Public Works

By _____
_____ 20____

By _____
_____ 20____

Approved as to Appropriations
Board of Finance, City of Bristol, Connecticut

By _____
_____ 20____

MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS

At a Special Meeting of the Board of Directors of _____

held at the office of _____
(name)

(address) (City) (State)

on _____, 20____
(day) (date)

the following business was transacted:

It was duly voted that _____
(name)
_____, is hereby authorized on
(title)
behalf of the Corporation to execute the Contract entitled

Contract **2CXX-xxx Work Description**

between _____ and
the City of Bristol.

The said _____ is hereby authorized to
(name)
sign this Contract and all other documents on behalf of the
Corporation necessary to effectuate said Contract. Any and
all actions in said capacity shall be binding on the
Corporation and its assets.

There being no further business, the meeting was adjourned.

Secretary _____

WAIVER OF NOTICE OF SPECIAL MEETING

OF THE BOARD OF DIRECTORS

The undersigned, being all of the Board of Directors of _____

hereby waive written notice of a Special Meeting of the Board of
Directors to be held at the Office of _____

on _____, 20____, at _____ a.m./p.m.

GENERAL PROVISIONS

1. INSPECTION:

Inspectors representing the Engineer shall be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the City or release the Contractor from his obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

2. ENGINEER TO BE JUDGE OF WORK:

The Engineer shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

3. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written

specifications in general, the drawings shall be considered to supersede the written specifications.

4. LOCATION OF MAJOR COMPONENTS OF THE WORK:

Major components of the work will be located and staked substantially as indicated on the drawings but the right is reserved by the Engineer to make such modification in the location as may be found necessary. Payment for such variations or changes will be at the unit prices for like work listed in the Proposal.

5. LAYOUT OF THE WORK:

The Contractor will have the necessary base lines and control grades staked out as required for the satisfactory completion of the work under this Contract. The Contractor shall use all reasonable precautions to prevent such lines and grades from being disturbed. The cost of resetting any stakes required to be reset because of lack of such reasonable precaution by the Contractor, his men, his equipment or anyone indirectly connected with the job may be charged to the Contractor. The Contractor shall furnish a person or persons to assist in placing stakes and cutting of brush. If, at any time, the Contractor has reason to believe the stakes are wrong, the Contractor shall notify the Engineer. Any work put in that is obviously wrong shall be removed and corrected at the Contractor's expense. The Contractor shall layout his work from the base lines and control grades. The Contractor shall give all necessary assistance to the inspector in checking the line and grade of the work.

6. SUBMITTALS:

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Engineer, all of which shall be subject to the approval of the Engineer.

7. DISCREPANCIES, ERRORS AND OMISSIONS:

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the interpretation and decision of the Engineer shall be final and binding on both parties to the Contract. Each section shall be a complete job and work

implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specification in general, the drawings shall be considered to supersede the written specifications.

8. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED:

The general features of said work are shown on the Contract drawings on file in the office of the Engineer and the Engineer will furnish the Contractor with such additional plans as may be necessary to show the details of construction which are to be considered as illustrating the requirements set forth in the Contract and Specifications and are to be followed by the Contractor in carrying out the work done thereunder. When requested by the Engineer, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Engineer.

9. CHANGES AND EXTRA WORK:

The Engineer shall have the power and without notice, or approval of Surety, to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Engineer may order in writing any extra work which may be deemed necessary in connection with the work. The Engineer may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Engineer and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- (a) Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- (b) Actual cost for material used on job.
- (c) Power operated equipment as set forth in the equipment schedule applying to like jobs.

If equipment rental rates are agreed to, no percentage shall be added to these amounts.

Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

10. CLAIM BY CONTRACTOR FOR EXTRA WORK:

Should the Contractor feel he has an extra payment due him for extra work performed or materials furnished or damages sustained in connection with any unit of the work, he shall present his claim in writing to the Engineer within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Engineer will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Engineer. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

11. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED:

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Engineer.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

12. PROGRESS SCHEDULE:

The Engineer will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. The City of Bristol reserves the right to withhold periodic payments pending the submission of an updated schedule.

13. WORK AND MATERIALS TO BE OF BEST QUALITY:

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Engineer will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Engineer with copies of delivery slips showing weights and/or volume of materials delivered, if so requested. If requested by the Engineer, the Contractor shall furnish test reports, mill certificates and/or samples for testing by the Engineer.

14. DEFECTIVE WORK:

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. This shall cover any material furnished by the City which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

15. WORKERS, SUPERVISION, AND MAINTENANCE:

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Engineer shall inform him that any

man on the work is in his opinion incompetent or unfaithful, he shall discharge him from the work and shall not again employ him for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.

The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the City must make arrangements satisfactory to the Engineer for emergency repair work or protection that may be necessary during periods of shutdown of the work. If this is not done, the Engineer will make arrangements and any cost will be deducted from monies due the Contractor.

16. COMPLIANCE WITH LAW:

The Contractor shall keep himself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify the City of Bristol, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

17. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the City. Neither shall he nor his men remove anything from any private land without proper written authority. In general, the Contractor shall park his equipment and store his material on the City property or if approved, within the public street or on the City right of way.

18. FIRE HYDRANTS:

No material or other obstructions shall be placed within fifteen (15') feet of any fire hydrant which must at all times be readily accessible to the Fire Department. No hydrant shall be opened at any time without permission of the Fire Department.

19. CONVENIENCE OF PUBLIC:

One-way traffic on all streets shall be maintained at all times, except as otherwise approved by the local traffic authority, then detours must be provided. Closing of streets and detours must be approved by the Director of Public Works, the Police Chief and the Fire Chief through the Engineer. Plans identifying signing, detour routes, etc. must be submitted to the Engineer for approval by the City. The Contractor shall provide all signs, barricades, flashers, batteries, etc. as required by the City; the cost of which is considered included in the Traffic items of the Bid Proposal. During the progress of the work the convenience of the public and of the residents along the street must be provided for as far as possible. No Public Street, or sidewalk, or private driveway shall be blocked after completion of the day's work except due to unavoidable circumstances or as authorized by the Engineer.

20. WATER:

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

21. DRINKING WATER AND SANITARY CONVENIENCES:

Drinking water shall be provided from an approved source, kept safe and fresh and served in simple service paper cups. Sanitary conveniences shall be provided for workmen on the project in strict accordance with the health regulations of the City.

22. OBLIGATION AND LIABILITY OF CONTRACTOR:

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. He shall complete the work to the satisfaction of the Engineer and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to

employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by him directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, the City, and shall indemnify, save harmless and insure the City, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Engineer, work is not properly lighted, barricaded and in all respects safe, both in respect to the work completed or to public travel or for the workmen and/or adjacent property, public or private, and

circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Engineer may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due him. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Engineer secured. These shall be properly lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Engineer or his agent, does not comply with the above, the City may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

23. SUBLETTING OR ASSIGNMENT:

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve him or the bonding company of liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The Engineer deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Engineer in conjunction with that of the Mayor. Disposal must be for a cause only.

24. WORK AREA:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or City or private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the City, or residents caused by the Contractor in the prosecution of the work.

The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the full satisfaction of the Engineer. Access to the work on easements or right-of-ways shall be from the City street directly to the work site; no access will be allowed from private property.

During the work, the Contractor shall not deposit material in such a manner so as to block or interfere with normal traffic and/or vehicles within the travelway. The Contractor shall erect adequate barricades as required to protect vehicles and/or pedestrians from the work area.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain all constructed surfaces (street, driveway,

sidewalk, etc.). Settlements shall be repaired to the full satisfaction of the Engineer at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus construction materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site shall be left in a clean condition meeting the full satisfaction of the Engineer.

25. PROGRESS AND FORFEITURE OF CONTRACT:

If at any time the Engineer shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Engineer insure the satisfactory completion of the work, the Engineer may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials after receiving such notice. The Engineer shall notify the Contract Surety, in writing, of his action and the reason(s) for such action. The Engineer shall report his actions to the City together with the reason(s) for such actions.

The City shall take such action as it deems necessary to complete the work under the Contract to the City's satisfaction. The City may rescind the Engineer's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify or the City may inform the Contract Surety of it's (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the City complete it. If the City completes the work, it shall thereupon have the power to direct the Engineer to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials

as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise. to the Contract and the expense so charged shall be deducted and paid by the City out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the City.

26. STREET AND PRIVATE PROPERTY TO BE LEFT CLEAN, MAINTENANCE OF ROAD SURFACES:

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or City or Private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the City or residents along the street caused by the Contractor in the prosecution of the work. The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the satisfaction of the Engineer. Access to the work on easement or right of way shall be from a City street directly to the work site; no access will be allowed from private property.

During the construction, the Contractor shall not deposit excavated material within the travelway in such a manner so as to block or interfere with the flow of traffic within the travelway. Such excess material shall be trucked to a suitable stockpile or disposal site. The Contractor shall erect such barricades as may be necessary to prevent vehicles from driving over any area, public or private, outside the travelway of the street.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain the street surface. Settled trenches shall be filled and potholes patched with suitable bituminous paving material as a part of the several bid prices for items of the Contract. Should the Contractor fail to perform such work upon order of the Engineer within a reasonable time, the

Engineer will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

27. EXCAVATION, BACKFILL AND SURFACING:

The term excavation used in the specifications shall mean the removal to line and grade and the satisfactory disposal of all materials encountered and the removal of all obstructions necessary to the preparation of the subgrade of all proposed improvements. All surplus excavated material not re-used in the work shall be the property of the City of Bristol. The Contractor shall be responsible for hauling such material a one-way maximum distance of five (5) miles to a location determined by the Owner. Any surplus excavated material rejected by the City shall be legally disposed of off the site by the Contractor. This shall not be considered as an extra but shall be included in the overall bid.

28. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES:

The City may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Engineer computes such delay has influenced the completion by the Contractor. The Engineer shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the City, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Engineer who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

29. UTILITIES AND PIPES ENCOUNTERED:

The location of existing structures and pipes if shown on the drawings are in accordance with the best available information in the City's possession. The completeness and accuracy of said information is not guaranteed and the Contractor shall have no grounds for additional compensation because of their variation or encountering pipes and structures not shown on the drawings.

No borings have been made unless noted on the plans and the City presents no information concerning soil, groundwater or rock and because of encountered conditions other than shown on the drawings, the Contractor shall have no grounds to claim additional expense due to lack of such information.

If pipes or appurtenances of the City are encountered, which in the judgment of the Engineer must be moved, then that work shall be done as an extra work order. This extra compensation does not apply to pipes or appurtenances of a utility, which the utility itself moves. If conditions call for relocation; unit prices govern for that work, if applicable, otherwise it shall be under extra work order.

The Contractor shall contact "Call Before You Dig" to have all utilities locate and mark their pipes and structures prior to his beginning work.

No extra will be allowed or paid for except as hereinbefore stated for "Extra Work".

30. STORAGE OF MATERIALS AND EQUIPMENT:

The Contractor shall make arrangements to store his material, vehicles, equipment, etc.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travelway in such a manner so as to block or interfere with the flow of traffic within the travelway.

31. GUARANTEES:

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the

Contract. Said one (1) year period shall begin on the date of payment of the semi-final estimate by the City.

Should the Contractor, during the guarantee period upon notification by the Engineer in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Engineer, action may be taken by the Engineer to have the repairs made either by using the City's own men and equipment, by force account or cost plus method, or by contract between the City and a contractor selected by the City. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor or the City may call upon the bond Surety to pay said extra cost.

32. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES:

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety to indemnify and save harmless the City from all suits or actions of any name or description, brought against them or the City for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

33. PARTIAL PAYMENT ESTIMATES:

Within three (3) days after the end of a month in which substantial work has been performed, the Contractor will prepare an estimate of the work performed to date and the amount of monies due the Contractor for said work. The Contractor shall utilize a Schedule of Values submitted for the project in preparing said estimate. The payment estimate shall be based on the per cent of work completed in acceptable manner at the Lump Sum price stated in the Proposal. Extra work will be computed and paid as stated on the Extra Work Order accepted by the Contractor and approved by the City. The payment estimate shall be submitted to the Contractor and he shall indicate his acceptance by signing said payment estimate. The payment to the Contractor shall be in the amount of 95% of the estimated amount due, minus previous payments and minus any monies retained by the City for purposes hereinbefore specified. Payments shall be made to the Contractor as soon as disbursement policies of the

City allow, generally within 30 days of approval of the payment.

The amount retained shall be held by the City until final completion of the work. Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Engineer, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work, materials used or furnished until final completion of the entire work contemplated under the Contract.

34. SEMI-FINAL PAYMENT ESTIMATE:

Upon completion of all work under this Contract in acceptable manner, the Engineer will certify to the Contractor in writing completion of the work in conformance with the plans and specifications. The Engineer will then prepare "as built" quantities as measured during and/or upon completion of the work. The semi-final payment shall be in the amount of 95% of the final payment due, minus previous payments and minus any monies retained by the City as hereinbefore specified under "Partial Payments" above. The 5% retained shall be withheld by the City for a period of one (1) year following payment of the semi-final payment estimate.

The Performance Bond and Labor and Material Payment Bond shall not be released until final payment and final acceptance of the entire work is made as a guarantee against claims and suits that may be entered against the City for actions or negligence of the Contractor in the performance of the work. The 5% is retained to guarantee the repairs that may be ordered by the Engineer for defective materials or workmanship during the one (1) year maintenance period. The City reserves the right to retain in excess of the 5% should it deem additional guarantee necessary for legal claims against the City resulting from actions under this Contract.

35. FINAL PAYMENT:

At the end of the one (1) year guarantee period, the Engineer shall inspect the work and shall notify the Contractor of any defects not previously rectified. When the whole work is confirmed to be fully complete in conformance with the plans and specifications with no defects, the Engineer shall prepare a final payment, which payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for

uncorrected deficiencies, or Payments of claims or damages to others paid by the City resulting from actions under this Contract. The final payment will not be made until the City is satisfied that said City, its agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full.

The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the City from any claims by him under the Contract. Said final payment will be made to the Contractor as soon thereafter as the disbursement policies of the City permit. The final payment to the Contractor will constitute final acceptance of the entire work by the City of Bristol.

A draft final release form is enclosed on the next page.

SAMPLE FINAL



RELEASE LETTER

FINAL PAYMENT RELEASE

PURCHASE ORDER NUMBER: 200XXXXX

CONTRACT NUMBER: 200X-XX – Contract Name

CONTRACTOR: Contractor's Name
Contractor's Address
Anytown, CT 06010

TOTAL AMOUNT OF WORK DONE: 100%

CONTRACT AMOUNT (including Change Orders) \$total contract
PREVIOUS PAYMENTS \$payments to date
DUE AT THIS TIME (Final Payment) \$remaining monies

The undersigned hereby certifies that he has paid in full or has otherwise satisfied all obligations for all material and equipment furnished, for all work, labor, and services performed, and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract listed above for which the Owner of his property might in any way be held responsible.

The undersigned does hereby by these present for itself, its successors and assigns, its subcontractors, employees, consultants, suppliers, remise, release, and forever discharge the City of Bristol, its successors or assigns, of any and all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, mechanics lien rights, damages, judgments, extents, executions, claims, and demands whatsoever in law or in equity which it has or ought to have or which it ever had or ought to have had, known or unknown, discovered or undiscovered, by reason or any matter, cause or thing whatsoever against the City of Bristol arising out of or in any connection with or relating to the above listed Contract; and does hereby agree to hold the City of Bristol harmless from any and all claims and demands of whatever type made or instituted by its subcontractors, employees, consultants, suppliers, materialmen, agents, and their respective successors and assigns, with respect to said contract or work performed pursuant thereto.

The undersigned also agrees that the final payment in the amount of CONTRACT DOLLARS dollars and CONTRACT CENTS cents (\$X,XXX.XX) as detailed above, constitutes complete and final liquidation for work done under CONTRACT 200X-XX (Purchase Order No. 200XXXXX).

By: _____ Date: _____

(Title)
COMPANY NAME

STATE OF _____)
COUNTY OF _____) ss: _____, 20____

Personally appeared _____ of said Corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Corporation and of _____ self as the _____ thereof, before me

Notary Public
My Commission Expires: _____

SPECIAL PROVISIONS

Requirements of Special Provisions shall supersede all other contract provisions, General & Technical Specifications.

No separate payment for Special Provisions shall be made unless otherwise noted. All costs associated with implementing or completing the Special Provisions shall be incorporated into payment items in this contract.

WORK ORDER STREET LIST

The City of Bristol will provide a list of the streets to be crack sealed in accordance with this contract. The list of the streets can be found attached to the end of the contract. **The City of Bristol reserves the right to add additional streets or subtract streets during the course of the contract. The list is for reference purposes only. The City of Bristol has budgeted up to \$100,000 for this project and will cut off crack sealing at this amount.**

PAYMENT

The City of Bristol anticipates a contract in place by the end of June. If grass/weeds grow thru the cracks from the time of the contractor site inspection to the work being done, the Public Works Streets Division will spray to kill the growth. The contractor will still be responsible for any extra cleaning needed from the time of the initial site inspection. No extra payment will be made for this work.

PREVAILING WAGES

This project is not subject to prevailing wage rates in accordance with Connecticut General Statute 31-53 and Public Act No. 02-69.

MAINTENANCE AND PROTECTION OF TRAFFIC:

All traffic control methods and devices are to be in compliance with the current edition of the Manual of Uniform Traffic Control Devices.

All adjustments to traffic operations are to be coordinated with the Director of Public Works. The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable Federal, State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the State and Local Regulatory Agencies (including but not limited to the

Police, Fire, Ambulance, & Board of Education) at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies.

The road may be restricted during the construction period but must be opened at the end of each day. The road must be made passable as soon as possible.

In addition, access to emergency vehicles, police, rubbish removal trucks, school buses and mail delivery vehicles must be maintained.

The cost associated with this item shall not be paid separately but be included in the bid items.

UNIFORMED TRAFFICMEN:

Uniformed traffic men will be employed as per the "Streets Requiring Uniformed Personnel for Traffic Details" as published by the Traffic Division of the Bristol Police Department or as approved by the Engineer. A copy of the memo is attached.

The Contractor shall provide the services of uniformed traffic men at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Engineer may order for the control and direction of vehicular traffic and pedestrians. Unless otherwise required, traffic men shall be off duty City of Bristol Policemen who shall be paid at the rate stipulated in their union contract with the City of Bristol. The rate shall include all compensation insurance, benefits and any other cost of liability incidental to the furnishing of the traffic men ordered. Contractor shall be aware that traffic control is to provide public safety and not to facilitate construction activities by the contractor.

If a uniformed officer is not available or does not arrive at the project site on schedule the contractor shall provide a trained flagman to provide traffic control. The City will reimburse the cost of the flagman, however, no compensation for lost time or work will be provided. The Contractor shall be reimbursed his actual hourly cost as shown on the certified payrolls. The hourly reimbursement paid by the City shall not be more than the hourly cost of a Bristol Police Officer.

If the Contractor utilizes uniformed traffic men, the amount of

hours to be paid by the City shall be as determined by the Engineer and Construction Inspector. The amount of hours to be reimbursed by the City to the Contractor for uniformed traffic men shall be rectified on a daily basis with the Construction Inspector and/or Engineer. The Contractor shall be reimbursed only for actual hours an individual conducts traffic control duty. If the individual is providing other services to the Contractor not associated with traffic duty, that time shall not be eligible for reimbursement by the City.

The Contractor shall be responsible for completing the attached form entitled "Traffic Control Time Sheet." and submitting it to the Engineering Department on a weekly basis.

REFERENCED SECTIONS:

All sections referenced in the specifications not otherwise shown in these specifications shall comply with the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816 as amended.

MAIL DELIVERY AND REFUSE COLLECTION:

The Contractor shall take special care to ensure/allow mail delivery and refuse collection services to continue uninterrupted during the construction period. Therefore the roadway must remain open and passable during construction, except as defined elsewhere in this contract.

The Contractor shall be responsible for notifying the United States Postal Service and the City of Bristol Solid Waste Division (refuse collector) at least 48 hrs. prior to any period where mail delivery and refuse collection will be in question.

SHOP DRAWINGS:

Shop drawings shall be submitted for all materials to be utilized on the project. All shop drawings shall be provided at least two weeks prior to the start of work.

DAMAGED VEHICLES

The contractor shall be responsible for any damage to any vehicles traveling through or parked within the contract area due to the crack sealing process.

MEASUREMENT AND PAYMENT

CRACK SEALING

Measurement

The work required for the pavement crack sealing will be measured as a single item (per pound), complete in accordance with these specifications. Quantity of sealant material applied each day will be based on the following:

- The quantity of sealant used will be the measured depth of material in the melter at the beginning of a shift versus the measured depth of material in the melter at the end of a shift. The contractor is to provide the owner with a material volume chart (supplied by the manufacturer of the melter) illustrating pounds per inch of depth of material.

Payment

Payment will be made at the contract price for crack sealing, measured per pound, which price and the payment thereof shall constitute full compensation for furnishing all materials, all preparation, delivering and placing of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

320100 TRAFFIC PROTECTION

1. GENERAL REQUIREMENTS

The Contractor will be responsible for implementing all traffic control provisions.

All adjustments to traffic operations are to be coordinated with the Director of Public Works and the legal Traffic Authority for the City of Bristol (Police Department). The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the State and Local Regulatory Agencies (including but not limited to the Police and Fire Departments) at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies. Police personnel will be paid for under the item "Uniformed Trafficmen."

The road may be restricted during the construction period but must be opened at the beginning and end of each work day. The road must be made passable as soon as possible. Crushed stone may be used as a temporary road surface for short periods of time only as approved by the Engineer.

If the Contractor wants to change existing traffic patterns or create a temporary detour, he shall be is responsible for providing a traffic plan for approval of the City Engineer and other local agencies prior to construction. Allow a minimum of two weeks for approval of the City and other local agencies.

The minimum requirements for traffic control under this section of the specifications are as follows:

1. All controls shall comply with the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways."

2. All signage, barriers, detours, temporary lights, and other traffic control devices for complete traffic protection are to be the responsibility of the Contractor.
3. If the roadway is to be closed, provide a detour plan, including but not limited to, all signage, traffic flow, barriers, traffic officer location, and any other required materials.

2. **TRAFFIC CONTROL PLAN**

2.1 DESCRIPTION:

A Traffic Control Plan is to be designed and submitted for approval by the City and other local agencies. Five copies of the plan are to be submitted for approval. The minimum requirements for traffic control under this section of the specifications are as follows:

1. Indicate the dates and maximum period of time that the road is to be closed or the phasing of construction planned.
2. Indicate the location and description of all signs, barriers, flashers, temporary lights, temporary pavement markings, barriers and other accessory items to be used.
3. Indicate the direction of flow for the traffic. Each direction should be indicated and accounted for.
4. If phasing is to be used, indicate the length of time and traffic flow for each phase. All traffic controls are to be shown for each phase in detail.
5. Minimum signage and barriers are indicated in the sections below.
6. All plans are to comply with the "Manual on Uniform Traffic Control Devices" (MUTCD) and AASHTO standards.

3. **MINIMUM CONTROLS**

All controls indicated are minimum requirements. Additional signage and/or barriers may be required. See the traffic plan for details if applicable.

Construction Site:

- Barriers are to be used on both sides of the construction site to prevent pedestrian and vehicular traffic from entering the construction site. Type III barriers across both lanes with flashers and "Street

Closed" signs are the minimum amount of protection required.

- Break-away or energy absorbing barriers are to be used prior to fixed barriers.
- Flashers are to be used where required by "Manual on Uniform Traffic Control Devices" (MUTCD) and AASHTO standards.
- If phasing is to be used a complete phasing plan, traffic plan, and signalization plan are required to be submitted for approval by the Contractor as designed by a CT licensed traffic engineer.

4. SIGNAGE

Signage shall include the installation, maintenance, and removal of all signs required for the proper traffic control at and around the construction site. This item will include all posts, supports, fasteners, and signs as required by the traffic control plan to be submitted and approved. All signs are to conform to MUTCD and AASHTO standards.

5. BARRIERS

Barriers shall be installed where necessary to prevent vehicular traffic from entering the construction area. All barriers shall be installed and conform to MUTCD and AASHTO standards. Through the duration of this Contract, the Contractor shall supply, place and maintain barricades with barricade warning lights where required on each side of the construction limits and approaches thereto. The barricades shall be placed so as to prevent vehicles and pedestrians from entering the construction area.

All barriers are to be type III barriers, cones, drums and or concrete barriers as necessary for traffic and pedestrian control. Break-away and/or other energy absorbing barriers should be used prior to fixed barriers.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work should be included in the price for the "Traffic Control" item in the Proposal.

6. UNIFORMED TRAFFICMEN

The Contractor shall provide the services of uniformed trafficmen at such locations and for such periods as may be

necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the Engineer may order for the control and direction of vehicular traffic and pedestrians. Unless otherwise required, trafficmen shall be off-duty City of Bristol Policemen who shall be paid at the rate stipulated in their Union contract with the City of Bristol. The rate shall include all compensation insurance, benefits and any other cost of liability incidental to the furnishing of the trafficmen ordered.

This item is paid to the Contractor as billed from the Police Department, without overhead or profit. Submit the bills and proof of payment for direct reimbursement. See Section 320100 for further information.

7. CONSTRUCTION BARRICADES AND SIGNING

Prior to the start of construction, the Contractor shall submit plans, for the approval of the Engineer, indicating the location and type of barricades and the location and type of signs, including the wording of the signs.

In addition prior to the start of construction, the Contractor shall submit plans, for the approval of the Director of Public Works and the other local regulatory agencies, indicating the signing of any required detour routes and the type of detour signs to be used.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work should be included in the price for the "Traffic Control" item in the Proposal.

BRISTOL POLICE DEPARTMENT
DATE: 05/24/04

TO: ALL COMMAND and STAFF PERSONNEL

FROM: Chief John DiVenere

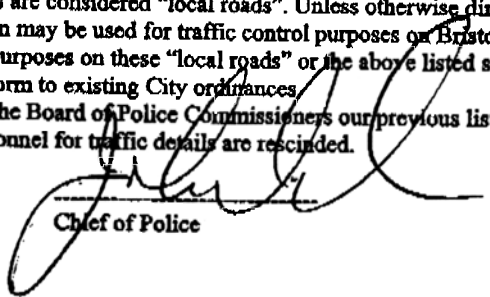
SUBJECT: STREETS REQUIRING UNIFORMED PERSONNEL FOR TRAFFIC DETAILS

Effective immediately traffic/construction details occurring on the following City streets should be staffed by uniformed BPD personnel as provided for in the Bristol Code of Ordinances, sec. 21-10;

- | | |
|------------------------------------|-------------------------|
| 1. Allentown Rd. | 31. North Pond St. |
| 2. Birch St. | 32. Park St. |
| 3. Blakeslee St. | 33. Peacedale St. |
| 4. Broad St. | 34. Peck La. |
| 5. Brook St. | 35. Perkins St. |
| 6. Burlington Ave. | 36. Pine St. |
| 7. Camp St. | 37. Riverside Ave. |
| 8. Center St. | 38. School St. |
| 9. Central St. | 39. Shrub Rd. |
| 10. Church St. | 40. South St. |
| 11. Church Ave. | 41. Stafford Ave. |
| 12. Divinity St. | 42. Stevens St. |
| 13. East Main St. | 43. Terryville Ave. |
| 14. Fall Mountain Rd. | 44. Terryville Rd. |
| 15. Farmington Ave. | 45. Union St. |
| 16. Hill St. (south of J.P. Casey) | 46. Washington St. |
| 17. James P. Casey Rd. | 47. West St. |
| 18. Jerome Ave. | 48. West Washington St. |
| 19. King St. | 49. Witches Rock Rd. |
| 20. Lincoln Ave. | 50. Wolcott Rd. |
| 21. Louisiana Ave. | 51. Wolcott St. |
| 22. Main St. | 52. Woodland St. |
| 23. Maltby St. | |
| 24. Maple Ave. | |
| 25. Matthews St. | |
| 26. Middle St. | |
| 27. Mix St. | |
| 28. Mountain Rd. | |
| 29. North Main St. | |
| 30. North St. | |

The above listed streets were selected on the basis of public safety concerns (e.g. traffic volume, average traffic speed, road geometry, road width, etc.) These roads support the major flow of traffic through our City. The remaining streets are considered "local roads". Unless otherwise directed by the Chief of Police or his designee, flagmen may be used for traffic control purposes on Bristol's "local roads". The use of flagmen for traffic control purposes on these "local roads" or the above listed streets, when appropriate, (sec. 21-10 (a)) must conform to existing City ordinances.

Upon approval of this list by the Board of Police Commissioners our previous lists identifying streets requiring uniformed police personnel for traffic details are rescinded.


Chief of Police

Cc: Scheduling, OIC, Sgts Office

Week of _____

TRAFFIC CONTROL TIME SHEET

Work Date Requested	Date Request Made	Police Dept. Contact Person	Police Dept. Confirmation Number	# Of Officers Requested	Officer Hours Worked	Flagmen Hours Worked	Inspectors Initials	Contractor's Initials	Comments
Total:									

INSTRUCTIONS:

1. Contractor shall rectify the total hours worked with the City Inspector on a daily basis.
2. Contractor shall fill out this form on a daily basis and it shall be signed by the contractor and the City inspector at the end of each day.
3. The contractor shall submit this **completed** form to the Engineering Department on a weekly basis
4. The telephone number for the traffic division is 860-584-3085

ASPHALT CRACK SEALING SPECIFICATIONS

DESCRIPTION OF WORK:

This item shall consist of furnishing all labor equipment, and materials necessary to clean and seal cracks in existing asphalt pavements and milled roads.

MATERIALS

Crack Sealant and cover material shall conform to the requirements in the "Technical Specifications" section.

EQUIPMENT

The equipment required is: Air Compressor, melting kettle, application wand and shoe, hot air lance. (**All equipment shall conform to the requirements in the "Technical Specifications" section.**)

CONSTRUCTION METHODS

Time of Application. No crack-sealing material shall be applied in wet cracks, or, where frost, snow or ice is present. The pavement temperature shall be above 40 degrees F(4 degrees C) at the time of the installation of the poured sealing material.

Preparation of Joints or Cracks. All unsealed cracks, all previously sealed cracks with the surface of the existing sealant greater than or equal to ¼" below the surface of the surrounding pavement, and all previously sealed cracks exhibiting cracks, holes, voids and separation from the adjacent pavement shall be sealed. Immediately before sealing, the cracks shall be thoroughly cleaned of all foreign material. Cleaning shall be accomplished by high-pressure air. When cracks show evidence of vegetation, the vegetation shall be removed and sterilized by the used of propane torch unit, eliminating all vegetation, dirt, moisture and seeds. Upon completion of cleaning, the cracks shall be surface dry when the seal is applied. A hot air lance may be used to dry the surface if the surface is wet.

Installation of Sealant. Cracks shall be inspected for proper preparation and shall be approved by the engineer before sealing is allowed. Sealant shall be installed in accordance with the following requirements.

The sealant shall be applied via the application wand uniformly from bottom to top without the formation of voids. The sealant shall not be heated to more than 20 degrees F below the safe heating temperature. The safe heating temperature can be obtained from the manufacturer's shipping container.

When traffic requires immediate use of the area, a cover material shall be applied over the sealant to prevent pick-up. Application of the cover material is incidental to the work included for payment under this item.

320200 TECHNICAL SPECIFICATIONS

Crack Sealant

The hot poured rubberized sealant material shall meet requirements of ASTM D6690 type 2, formally ASTM D3405.

Each lot or batch of sealing shall be delivered to the job site in the manufacture's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, and the safe heating temperature, and shall be accompanied by the manufacture's certification stating that the compound meets the requirements of this specification.

COVER MATERIAL

The material applied to freshly sealed cracks to prevent tracking shall be Glenzoil, black beauty slag or equal. Water will not be allowed.

AIR COMPRESSOR

Air compressors shall be capable of furnishing not less than 185 cubic feet of air per minute and shall be equipped with traps that will maintain the compressed air free of oil and water.

MELTING KETTLE

The joint sealant material shall be heated in a melter constructed as a double boiler, with a space between the inner and outer shells filled with oil or other heat transfer medium having a flash point of not less than 600 degrees. The equipment shall include positive temperature controls, automatic and continuous mechanical agitation, recirculation pumps, and thermometers for continuous reading of temperature of both the sealing compound and the heat transfer medium. The melter shall be equipped with a thermostat to maintain the sealant compound within the range of temperatures specified by the manufacturer.

APPLICATION WAND AND SHOE

Application shoes that are worn shall be replaced. The application shoe shall produce a band aid type appearance of at least 1" wide on either side of the crack, as well as filling the crack. The height of the sealant above the crack must not exceed 1/8" of an inch. Pouring pots may not be used since sealant must be pumped directly into the cracks from the melting equipment.

HOT AIR LANCE

Hot air lance shall be a propane torch unit which operates at 3,000 degrees F and a gas velocity of 3,000 feet per second.

2011 CRACK SEAL STREET LIST

STREET NAME	ROADWAY LENGTH (LF)	
Plank Hill Road	1800	
Lufkin Lane	1345	
Weeping Hill Drive	300	
Glen Eagle Drive	1370	
Laird Drive	920	
Caesar Dive	1160	
Knollwood Drive	1015	
Blue Meadow Road	410	
Soucy Drive	430	
Acorn Lane	450	
Birchwood Drive	1285	
Lochaven Road	925	
Woodhaven Road	1255	District 1
Pinnacle Road	2200	
Hopmeadow Road	2200	
Mano Lane	1475	
Summer Glen	640	
Neuman Place	600	
Pennwood Place	1700	
Chapel Street	2450	
Aldbourn Drive	2950	
Ashover Lane	920	
York Street	410	
Treble Lane	2120	
Chippanee Drive	660	
Royal Drive	865	
Peppermint Lane	1730	
Wintergreen Road	1035	
Ridgecrest Lane	1485	
Crest Drive	320	
Norwalk Avenue	2050	
Auburn Street	450	
Rosemont Street	675	
Consolation Street	700	
Mt. Pleasant Street	720	District 2
Lyons Road	1550	
Batt Place	260	
Leon Road	1150	
Wilson Street	70	
Hughs Street	100	
Beckwith Drive	400	
Owsianko Lane	340	
Yarde Drive	1330	
Metro Street	1300	
Sterling Way	1010	
Drayla Drive	560	
Bittersweet lane	410	
Butternut Lane	1130	
Emmett Street	2300	
Ronzo Road	2500	
Broderick Road	1100	
Redstone Hill Road	8200	
Commerce Drive	575	
Prestige Lane	1075	District 3

TOTAL = 66,380