



TOWN OF WESTON  
DEPARTMENT OF  
PUBLIC WORKS

78 Old Hyde Road - Weston, CT 06883 - (203) 222-2662

**TOWN OF WESTON**  
**INVITATION to BID**

**PAVING IMPROVEMENTS**  
**SUMMER 2023**

**BIDDING DOCUMENTS**  
**&**  
**CONSTRUCTION SPECIFICATIONS**

Director of Public Works  
John Conte, P.E.

April 20, 2023

## TABLE OF CONTENTS

<b>ITEM</b>	<b>PAGE</b>
Construction Narrative	3
Invitation to Bid	6
Information for Bidders	7
Bid Form	9
Qualifications of Bidder	12
Non-Collusive Bid Statement	14
Road Paving Contract	15
Notice of Award	25
Notice to Proceed	26
Maintenance and Protection of Traffic	27

# **CONSTRUCTION NARRATIVE**

## **Paving Improvements Summer of 2023**

The Town of Weston is requesting bids from qualified contractors to complete road paving improvements for up to fourteen roads located in the Town of Weston. The selected contractor will be under contract with and be paid by the Town of Weston. All bids shall be submitted using the bid forms included in this bid package. All work shall be conducted in accordance with the technical specifications in this bid package.

Contractors are responsible for visual inspection of the roads to be paved. Contractors are responsible for understanding site conditions and constraints prior to bidding. Contractors are responsible for measuring all of the distances to be paved prior to bidding.

Listed below are the maximum fourteen roads that would experience paving improvements, along with the methods of improvements required for each road.

1. **Broad Street** from the intersection of Weston Road to the intersection of Cavalry Road. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway apron to be repaired is at house number 11.
2. **Kettle Creek Road** from the intersection of Weston Road to the intersection of Norfield Road. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway aprons to be repaired are at house numbers 120, 119 & 18.
3. **Greenfield Drive** from the intersection of Treadwell Lane to the dead end. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway aprons to be repaired is at house number 7.
4. **White Oak Lane** from the intersection of Georgetown Road up to and including the cul-de-sac at the intersection of Hart Lane. Note: the roadway beyond the cul-de-sac is a private road and is not included in these specifications. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway apron to be repaired is at house number 20.

5. **Joanne Lane** from the intersection of Weston Road to the intersection of Briar Oak Drive. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway aprons to be repaired are at house numbers 12 & 36.
6. **Briar Oak Drive** from the intersection of Weston Road to the dead end. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway apron to be repaired is at house number 23.
7. **Fall Ridge Road** from the intersection of 11 O’Clock Road to the dead end. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. No driveway aprons to be repaired.
8. **High Noon Road** from the intersection of Codfish Lane up to and including the cul-de-sac. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway aprons to be repaired are at house numbers 35 & 62.
9. **Laurel Lake West** from the intersection of Lords Highway up to and including the cul-de-sac. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway apron to be repaired is at house number 12.
10. **Hillside Road North** from the intersection of Georgetown Road, to include the turn lane, to the intersection of September Lane. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. Driveway aprons to be repaired are at house number 48 (2 driveway entrances to this address both to be repaired).
11. **Stonehenge Road** from the intersection of High Noon Road to the intersection of Codfish Lane. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. Driveway aprons to be repaired are at house numbers 5, 14 & 21.
12. **Covenant Lane** from the intersection of Georgetown Road to the intersection of Georgetown Road. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. Driveway apron to be repaired is at house number 25.

13. **Thorp Drive** from the intersection of Fanton Hill Road to the intersection of Hunt Lane. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. No driveway aprons to be repaired.
14. **Tubbs Spring Court** from the intersection of Tubbs Spring Drive up to and including the cul-de-sac. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. No driveway aprons to be repaired.
15. **ADD-ALTERNATE #1 Heritage Lane** from the intersection of Kettle Creek Road up to and including the cul-de-sac. Note: Both travel lanes in the area of the divided roadway to be included. Mill existing roadway 3 inches deep; replace with 1 ½ inch binder course and 1 ½ inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. The binding course to be Connecticut DOT class 1 asphalt. Driveway apron to be repaired is at house number 15.
16. **ADD-ALTERNATE #2 Graylock Road** from the intersection of Briar Oak Drive up to and including the cul-de-sac. Mill existing roadway 2 inches deep and replace with a 2 inch wearing course. No curbing included. The wearing course to be Connecticut DOT class 2 asphalt. Driveway aprons to be repaired are at house numbers 12, 19 & 29.
17. **ADD-ALTERNATE #3 Curbing** Provide pricing per linear foot to install 6 inch bituminous concrete curbing on select roadways, or a portion thereof, listed above.

Notes:

1. Millings shall be removed from each job site by the contractor.
2. Traffic control shall be provided by the contractor, with a minimum of two people. Police traffic control is not required.
3. The contractor shall provide a 2% cross slope on either side of the roadway (reestablishing the crowned cross-section) and a minimum profile & gutter gradient of 1%.
4. Asphalt design mixes shall conform to Class 1 reference: CTDOT Form 816 supplemented Standard Specifications for Roads and Bridges.
5. The contractor shall street sweep the area of all dirt and debris.
6. The contractor shall apply a hot tack coat immediately before placement of asphalt at all asphalt joints and on all milled surfaces. Hot tack coats shall also be placed on the road between paving courses if traffic is allowed to drive on them before placing the next course of asphalt.
7. The contractor shall repair all driveway aprons damaged because of paving operations.
8. For those driveway aprons that are specifically mentioned as requiring work, the contractor shall construct them to match new pavement elevations.
9. Driveway aprons to be reconstructed by the contractor shall include the removal and replacement of asphalt 3 feet from edge of road into the apron at a depth of 3 inches.

# **INVITATION to BID**

## **PAVING IMPROVEMENTS SUMMER 2023**

**ISSUE DATE: April 24, 2023**

**BID SUBMISSION DEADLINE: May 15, 2023 at 12 NOON**

Sealed bids will be received at the Office of Town Clerk, Weston Town Hall, 56 Norfield Road, Weston, Connecticut 06883 on or before the bid submission deadline indicated above, at which time all bids received will be opened in the Town Hall Meeting Room and read aloud.

No bids will be accepted after the Bid Submission Deadline. Each bid must be submitted on the official form which is furnished by the Town. All blank spaces in the bid form must be filled in as noted, and no bidder shall change the language of the bid or the items mentioned therein.

Questions about this Invitation to Bid shall be submitted to the Public Works Department by emailing Town Engineer John Conte at [jconte@westonct.gov](mailto:jconte@westonct.gov) or calling him at 203-222-2662. Instructions and specifications are also available from the Town's website: <https://www.westonct.gov/government/rfp-s>

Bidders shall comply with State mandated laws, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made out to the Town of Weston. A Payment Bond in the full amount (100%) of the contract price will be required. A bidder may not withdraw a bid within fourteen days of the bid opening.

The Town reserves the right to reject bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids, or take no action, or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute Invitation to Bid at a later date. In its sole discretion and without prejudice, the Town will award a contract to the bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

The Town reserves the right to negotiate with any bidder any amendments to the Road Paving Contract. The project is subject to appropriation by the Town.

## **INFORMATION FOR BIDDERS**

Bids will be received by the Town of Weston until May 15, 2023 at 12:00 Noon. The bid opening will take place at 12:01 pm on May 15, 2023 at the Town Hall Meeting Room at 56 Norfield Road.

Each bid must be submitted in a sealed envelope, addressed as follows:

Weston Town Clerk  
2023 Paving Bid  
56 Norfield Road  
Weston, CT 06883

The bid envelope should also bear on the outside the name of the bidder and his/her address.

All bids must be made on the required bid form. All blank spaces for prices must be typewritten, and the bid form must be fully completed and executed when submitted. Only one original of the bid form is required.

The Town reserves the right to reject any or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town also reserves the right to cancel the bid at any time and to reissue this or a substitute bid at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the bidder that it feels is best suited to complete the scope of services. The bid does not constitute a contract or offer of employment.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid by examination of the site and a review of the Specifications. Bidders are responsible for measuring the distances of the roads to be paved prior to submitting their bids. After a bid has been submitted, the bidder shall not assert that there was a misunderstanding concerning the distances to be paved or the nature of the Work to be done.

Purchases made by the Town are exempt from payment of Federal Taxes and Connecticut Sales and Use Taxes, and such tax must not be included in the bid price of any items or materials permanently incorporated into the work or furnished to the Town under the contract.

The Contract Documents contain the provisions required for completion of the Work. Information obtained from an agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the contractor or relieve the contractor from fulfilling any of the conditions of the Road Paving Contract.

Each bidder must include completed Qualifications of Bidder and Non-Collusive Bid Statement forms with its bid.

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or cashier's check made payable to the Town of Weston. Oral, telephone and telegraphic responses will NOT be considered. A bidder may not withdraw a bid within fourteen days of the bid opening.

As soon as the bid prices have been compared, the Town will return the bid security of all except the three finalist bidders. When the Road Paving Contract is executed, the bid security of the two remaining unsuccessful bidders will be returned. The bid security of the successful bidder will be returned once the payment bond has been executed and approved.

A payment bond (labor and materials) preferably in American Institute of Architects (AIA) format in the amount of 100% of the contract price with a corporate surety approved by the Town will be required.

The bidder to whom the contract is awarded will be required to execute the Road Paving Contract and obtain the payment bond and the performance bond within three days from the date when Notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Road Paving Contract, the Town may at its option consider the bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Town.

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the Road Paving Contract and to complete the Work contemplated therein.

A conditional or qualified bid will not be accepted.

The Town reserves the right to reject the use of a subcontractor if the evidence submitted by, or investigation of, such subcontractor fails to satisfy the Town that the subcontractor is properly qualified to complete the Work contemplated in the Road Paving Contract. Rejection of a bidder's subcontractor shall not relieve the bidder of any requirements of the Road Paving Contract nor provide grounds for the bidder to request compensation for his use of an alternate qualified subcontractor.

The low bidder must supply the name and addresses of major material suppliers and subcontractors when requested to do so by the Town.



# BID FORM

Office of Town Clerk  
Weston Town Hall  
56 Norfield Road  
Weston, CT 06833

**PROJECT: Paving Improvements Summer 2023**

The undersigned declares he/she has carefully examined the Information for Bidders, Bid Form, Specifications and any other Contract Documents and sites of work for the referenced project and hereby proposes to furnish all labor, materials and equipment and perform all work necessary to complete the project in strict accordance with the requirements of the Contract Documents.

## BID PRICING

WORK	NUMERIC BID PRICE	WRITTEN BID PRICE
<i>example: Main Street</i>	<i>\$45,000</i>	<i>forty five thousand dollars</i>
BROAD STREET		
KETTLE CREEK ROAD		
GREENFIELD DRIVE		
WHITE OAK LANE		
JOANNE LANE		
BRIAR OAK DRIVE		
FALL RIDGE ROAD		
HIGH NOON ROAD		
LAUREL LAKE WEST		
HILLSIDE ROAD NORTH		
STONEHENGE ROAD		
COVENANT LANE		
THORP DRIVE		

TUBBS SPRING COURT		
<b><u>TOTAL FOR 14 ROADS LISTED ABOVE</u></b>		
ADD-ALTERNATE #1 HERITAGE LANE		
ADD-ALTERNATE #2 GRAYLOCK ROAD		
ADD-ALTERNATE #3 <u>Price per linear foot to install 6 inch bituminous concrete curbing on the 14 roads listed above</u>		

I attest that accompanying this bid is a certified check or cashier's check in the amount of 10% of the Total Price indicated above.

Bidder's legal business name: \_\_\_\_\_

Bidder's principal office address: \_\_\_\_\_

State in which bidder is incorporated / organized: \_\_\_\_\_

Date of incorporation / formation: \_\_\_\_\_

Address from which bidder's forces will be mobilized: \_\_\_\_\_

The names and residence addresses and titles of bidder's principal officers, members, managers or owners are as follows:

NAME	RESIDENCE ADDRESS	TITLE

The undersigned is duly authorized to execute this bid on behalf of the bidder and hereby designates the following individual as the bidder's contact person for all purposes related to this bid.

NAME	TITLE	EMAIL	MOBILE PHONE

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

# QUALIFICATIONS OF BIDDER

## TOWN OF WESTON INVITATION to BID

Bidder's legal business name: \_\_\_\_\_

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

(ATTACH ADDITIONAL PAGES IF NECESSARY)

1. The names, titles and employers of engineers or public officials of similar municipal work constructed by the undersigned during the last five years:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

2. The equipment which will be available for performing the work on the project is as follows:

Owned Equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rented Equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Within the past ten (10) years, the bidder has failed to satisfactorily complete the following contracts, including also those in which the surety has participated. Include owner's name, address and date of contract.

*(If there have been no contracts which the bidder has failed to complete satisfactorily, including also those in which the surety has participated, the bidder shall definitively state so.)*

---

---

---

---

# **NON-COLLUSIVE BID STATEMENT**

The undersigned, on behalf of the bidder, warrants and represents to the Town of Weston that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent billing or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

Legal business name of bidder: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

# **ROAD PAVING CONTRACT**

SUMMER 2023

This Road Paving Contract (the "Contract") is dated as of May \_\_\_\_, 2023 by and between the TOWN OF WESTON, a Connecticut municipal corporation (the "Town") and \_\_\_\_\_ a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "Contractor").

## **SECTION 1 THE WORK, PRICE AND PAYMENT SCHEDULE**

Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind required to perform and complete in a good and workmanlike manner, the work identified in the Construction Narrative and the Specifications Road Paving Improvements dated April 20, 2023, copies of which are attached hereto as Schedule A (collectively the "Specifications"). For the purposes of this Contract, "Work" means and includes the work described in the Specifications.

In consideration of Contractor's satisfactory completion of the Work the Town agrees to pay the Contractor the sum of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) (the "Total Price"). The Total Price is itemized by road, as indicated in Contractor's Bid dated May \_\_\_\_, 2023, a copy of which is attached as Schedule B (the "Bid"), including the date, the number of additional tons or other quantity or units approved by the Director, allocated by road, and the dollar amount of the change order, based upon the Unit Price or other quantity or units, as applicable. The amount that the Town is obligated to pay under this Contract will not exceed the Total Price unless the Director has approved a written change order request.

Contractor will submit invoices, together with supporting documentation described below (i. e., weigh slips) periodically as the Work progresses in accordance with a work schedule established by the Director or the Director's designee (the "Work Schedule"). The Director may, in his discretion, divide the Work Schedule into phases (for example, Phase 1, Phase 2, etc.) with each phase including an appropriate grouping of roads and/or sections of roads and a dollar amount.

Payments will be due within thirty (30) days after receipt by the Town Administrator of each invoice bearing indication that the Public Works Director has approved the completion of the Work for the applicable phase or group of roads.

## **SECTION 2 ADMINISTRATION BY THE TOWN**

The Work to be performed under this Contract shall be administered on behalf of the Town by the Public Works Director, or his/her designated representative.

**SECTION 3 CONTRACT DOCUMENTS AND DESIGNATED REPRESENTATIVE**

For purposes of this Contract, “Contract Documents” means and includes this Contract, the Specifications, the Bid, all of the documents listed in the Table of Contents of the BID, all bonds and insurance certificates submitted by Contractor, and all provisions required by Connecticut law to be inserted in a contract for paving roads, whether actually inserted or not.

Prior to commencing Work, Contractor shall provide the Public Works Director with the name, e-mail address and mobile phone number of the official within Contractor’s organization who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the Director (the “Designated Representative”). The Designated Representative shall be available on all days when Work is in progress to meet with the Director at the site or sites at which the Work is being performed within two (2) hours of receipt of a telephone call, voicemail message, text or e-mail from the Director. If the Designated Representative will be out of the office or otherwise unavailable on a day or days when Work is in progress, the Designated Representative shall notify the Director in advance and provide the name, e-mail address and mobile phone number of an alternate official within Contractor’s organization who will be responsible, on behalf of Contractor, for responding to questions, comments and instructions of the Director.

Contractor’s Designated Representative is as follows:

NAME	EMAIL	PHONE

**SECTION 4 EXAMINATION OF DOCUMENTS AND CONDITIONS**

Contractor represents that one or more of its representatives has carefully examined all the Contract Documents and visually inspected all of the roads referenced in the Specifications and that the visual inspection of each road included, paving start point, paving end point, existing surface conditions, existing shoulder conditions, existing bridges, culverts and catch basins, existing driveways and aprons, existing curbing, and existing manholes and utility risers. Contractor represents that it: (a) is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may, in any way, affect the Work to be done and labor and materials to be furnished for the proper completion of the Work, including, without limitation, the existence of poles, stanchions, wires, pipes, conduits and other facilities and structures of municipal and public service corporations; (b) has secured that information by investigation, research, and inquiry into all reasonably available data concerning the roads to be paved and has not relied upon the estimates or records of the Town; and (c) will make no claim against the Town by reason of reliance on any estimates, tests, information, data or representations made by any agent, representative or employee of the Town, or for costs incurred as a result thereof.



## **SECTION 5 DATES OF COMMENCEMENT AND COMPLETION**

Contractor will begin Work within ten (10) days of receipt of a Notice to Proceed issued by the Director. Contractor will complete all Work by the latest date indicated in the Work Schedule (the "Completion Date"). If, at any time, Contractor concludes that an extension of the Completion Date or any interim deadline indicated in the Work Schedule is required due to weather conditions, material shortages or other circumstances beyond Contractor's control, Contractor shall deliver to the Weston Town Administrator a written change order request. No extension of the Completion Date or any interim deadline indicated in the Work will be permitted unless memorialized in a written change order request approved and signed by the Weston Town Administrator.

## **SECTION 6 ALTERATIONS AND OMISSIONS**

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the Town exceeding the Total Price. The Town reserves the right, at any time during the progress of the Work, to alter the Specifications, remove any road from the Specifications, or alter any other portion of the Work as the Town deems necessary. In such event, allowances for additions and/or deductions to the Total Price will be made commensurate with the changes in the scope or extent of the Work. Any such action by the Town shall not constitute grounds for a claim by Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid and as built.

## **SECTION 7 CONTINGENCIES, EXTRA WORK AND CHANGES**

Whenever the Town determines that, from any cause not foreseeable at the time of this Contract, the scope of Work should be altered to provide for changes, deletions, contingencies, or additional or extra Work, the Weston Town Administrator may issue a change order to Contractor who shall forthwith commence the Work necessary to comply with the change order. No extra work shall be commenced or undertaken nor shall any be deleted until the Weston Town Administrator has issued and signed a written change order.

## **SECTION 8 NO COLLUSION OR FRAUD**

Contractor represents that: (a) the only person or persons interested as principal or principals in the Bid are named therein; (b) this Contract has been secured without any connection with any person or persons other than those named; (c) this Contract was secured without collusion or fraud; and (d) no elected or appointed official or employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof.

## **SECTION 9 PAYMENT FOR QUANTITIES PLACED**

As the Work progresses in accordance with the Specifications and in a manner that is satisfactory to the Town, the Town will make payments to the Contractor, based upon the invoiced. Payment shall be made only after acceptance of the Work by the Director.

## **SECTION 10 FINAL ACCEPTANCE OF WORK**

When, in the opinion of the Public Works Director, the Contractor has fully and properly performed the Work in accordance with the Specifications, the public Works Director shall issue a final certificate of acceptance.

## **SECTION 11 ACCEPTANCE OF PAYMENT**

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the Town from any and all claims of any liability or responsibility to Contractor for anything done to, furnished for, relating to or in connection with the Work, and for any act or omission on the part of the Town or any of its elected or appointed officials or employees unless Contractor has delivered a detailed written statement of claim to the Town prior to the acceptance of payment. The statement must specify the items and details upon which the claim is based and any claim shall be limited to the items indicated in the statement. The Contractor's refusal to accept the final payment, as tendered, shall constitute a waiver of any right to interest thereon.

## **SECTION 12 RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

If, at any time, the Public Works Director determines that the Work is not being performed according to the Specifications or for the best interest of the Town, the execution of the Work by Contractor may be temporarily suspended by the Public Works Director, who may then proceed with the Work under the Public Works Director's own direction with the Town's own forces or other personnel in accordance with the Specifications and in such manner as the Public Works Director determines to be in the best interests of the Town; or the Public Works Director may terminate the Contractor's engagement under this Contract while the Work is in progress, and thereupon proceed with the Work in such manner and by such process as the Public Works Director determines to be in the best interest of the Town.

## **SECTION 13 REJECTED WORK AND MATERIAL**

If the Public Works Director finds that the materials furnished or the Work performed by Contractor does not conform with the Specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the Public Works Director, by and at the expense of Contractor. Contractor agrees that it shall at

once remove from the site at its own expense all Work or material which may be rejected by the Town and replace the same with Work or material satisfactory to the Town.

#### **SECTION 14 PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

Contractor shall, within thirty (30) days after its receipt of payment from the Town, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by Contractor and paid by the Town. The Contractor shall provide the Town with proof of payment before the Payment (Labor and Material) Bond is released.

#### **SECTION 15 LAWS, PERMITS, AND LICENSES**

Contractor shall observe all federal, State, and local laws and regulations and agrees to procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

#### **SECTION 16 SUCCESSORS AND ASSIGNS**

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding, this Contract may not be assigned by Contractor nor shall Contractor's rights, title or interest herein or hereto be assigned or transferred without the prior written consent of the Weston Town Administrator.

#### **SECTION 17 INSURANCE AND INDEMNIFICATION**

Contractor shall obtain, at its own cost and expense, all insurance indicated below and keep the same in continuous effect until the Public Works Director indicates the termination of the Contractor's responsibilities under this Contract. Before commencing the Work, Contractor shall furnish the Town with a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Town. Each insurance certificate shall be endorsed to name the Town as an additional insured party and shall provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination of or any change in the policy. Contractor expressly agrees to at all times indemnify, defend and hold harmless the Town, and its elected and appointed officials and employees, on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including attorneys' fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggravement directly or indirectly arising out of, related to or in connection with the Work to be performed by Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and

litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

1. **Minimum Limits of Insurance.** Contractor shall maintain minimum limits of insurance as follows:
  - a. **General liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
  - b. **Automobile liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c. **Workers' Compensation and Employer's Liability:** Workers compensation limits as required by the State of Connecticut and Employer's liability limits of \$500,000 per accident.
  - d. **Contractual Liability:** \$1,000,000 combined single limit per occurrence and aggregate for bodily injury personal injury and property damage applying to the indemnity agreement which is part of this Contract.
  - e. **Umbrella or Excess Liability;** \$5,000,000.
2. **Deductibles and Self Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of Town, either: the insurer may reduce or eliminate such deductibles or self-insured retentions as respects Town; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. **The policies are to contain, or be endorsed to contain the following provisions:**
  - a. **General Liability Coverages**
    - i. The Town, its elected and appointed officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; and premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its elected or appointed officials or employees.
    - ii. Comprehensive Auto Liability Coverage applies to all automobiles owned, leased, hired or borrowed by Contractor.
    - iii. Contractor's insurance coverage shall be primary insurance as respects Town, its elected and appointed officials and employees. Any insurance or self-insurance maintained by Town shall be excess of the Contractor's insurance and shall not contribute with it.
    - iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town.
    - v. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.

- b. **Workers Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against Town, its elected and appointed officials and employees for losses arising from Work performed by Contractor for the Town
  - c. **All Coverages.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
4. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
  5. **Verification of Coverage.** Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this Section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before the Work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.
  6. **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements of this Section.
  7. **Hold Harmless.** Contractor shall save, keep, and hold harmless the Town and its elected and appointed officials and employees from all damages, costs or expenses in law or equity that shall at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing the Work which may be occasioned by any willful or negligent act or omission of Contractor, any of Contractor's employees, or any subcontractor. The Town will not be held liable for any accident, loss or damage to the Work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with the limits to be established by the Town.
  8. **Indemnification.** Upon failure of Contractor to furnish, deliver and maintain insurance as required by this Section, this Contract, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of Contractor to take out and/or to maintain the taking out and/or maintenance of any required insurance, shall not relieve Contractor from any required insurance, or from any liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.

## **SECTION 18      BONDS**

Contractor shall procure and maintain without any expense to the Town and until final acceptance of the Work the following.

1. **Payment (Labor and Material) Bond.** A bond or bonds in the amount of the Total Price which shall be binding with a surety or sureties satisfactory to the Town, for the protection of persons supplying labor or materials in the prosecution of the Work provided for in this Contract.
2. **All bonds shall be submitted to the Weston Town Administrator for review at least five days prior to the scheduled signing of this Contract. No Work under this Contract shall commence until the bonds have been properly completed, submitted and approved as to form and amount.**

Notwithstanding, the Town Administrator may, in the Public Works Director's discretion, accept bonds sequentially as follows. The Town Administrator may accept separate bonds prior to commencement of Work on any phase described in the Work Schedule, provided that the amount indicated in each such separate bond is equal to the cost of the Work of the applicable phase and Contractor delivers a new bond or a satisfactory renewal or reaffirmation issued by the surety prior to commencement the next phase of the Work.

## **SECTION 19 SUBCONTRACTING**

Contractor shall not subcontract any portion of the Work unless the prior consent of the Public Works Director is given for both the Work to be subcontracted and the subcontractor to perform the Work.

## **SECTION 21 GENERAL PROVISIONS**

1. This Contract shall be deemed binding only to the extent that money is available and appropriated by the Town for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Town beyond such monies as are properly made available and appropriated for the project.
2. The relationship of the Contractor to the Town is that of an independent contractor. Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Town by reason of this Contract and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason of this Contract, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
3. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. If the Contractor is unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. Contractor further agrees to include the foregoing certification in any subcontract or purchase order which it may enter into in furtherance of the Work contemplated under this Contract.
4. No elected or appointed official or employee of the Town, shall have any personal interest, direct or indirect, in this Contract and Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
5. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts.
6. Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the Town, and shall commit no trespass on any private property in performing any of the Work.
7. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the

execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

8. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
9. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon written consent of the parties, this Contract shall forthwith be physically amended to make such insertion. J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town:

Town of Weston  
Attention: Town Administrator  
56 Norfield Road  
Weston, CT 06883

To Contractor:

---

---

---

---

10. Contractor represents that it is licensed to do business in Connecticut and that it has the experience, equipment, labor force and skill to perform the Work.
11. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original of this Contract and all of which, when taken together, will be deemed to constitute one and the same contract. The exchange of copies of this Contract and of signature pages by Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the duly authorized representative of the Town and Contractor has set their hands as of the date first listed on Page 1.

**TOWN OF WESTON**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

{Signature page to Road Paving Contract}

Schedules to be attached:

Schedule A (Specifications)

Schedule B (Bid)



# **NOTICE OF AWARD**

TO: \_\_\_\_\_

PROJECT: TOWN OF WESTON PAVING IMPROVEMENTS SUMMER 2023

In response to your Bid submitted on \_\_\_\_\_, 2023 for the above described work, you are hereby notified that your Bid has been accepted for the Total Price quoted. You are required by the Information for Bidders to execute the Road Paving Contract and deliver the Payment (Labor and Materials) Bond and Certificates of Insurance within five (5) calendar days from the date of this Notice to you. If you fail to execute the Road Paving Contract and to deliver the bonds within ten (10) calendar days from the date of this Notice, the Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN OF WESTON

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

Samantha Nestor - First Selectwoman

## ACKNOWLEDGEMENT OF NOTICE

Legal business name of contractor: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

# **NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

PROJECT: TOWN OF WESTON PAVING IMPROVEMENTS  
SUMMER / FALL 2023

You are hereby notified to commence work in accordance with the Road Paving Contract dated \_\_\_\_\_, 2023 on or before \_\_\_\_\_, 2023

You are directed to complete the Work in accordance with the WORK SCHEDULE attached to this Notice.

TOWN OF WESTON

By: \_\_\_\_\_  
Director of Public Works

## ACKNOWLEDGEMENT OF NOTICE

Legal business name of contractor: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

# **MAINTENANCE AND PROTECTION OF TRAFFIC**

The Contractor shall maintain and protect traffic as follows:

1. The Contractor shall maintain and protect existing traffic operations on all roadways
2. Excepted therefrom will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor will be allowed to maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.
3. The Contractor shall maintain and protect one lane of through traffic in each direction, each lane on a paved travel path not less than 11 feet in width.

## **RESIDENTIAL DRIVEWAYS**

The Contractor shall maintain access to and egress from all residential driveways throughout the project limits. If a temporary closure of a residential driveway is necessary, the Contractor shall coordinate with the owner to determine the time period of the closure.

## **SIGNING**

The Contractor shall maintain all existing side-mounted signs throughout the project limits during the duration of the project. The Contractor shall temporarily relocate signs and sign supports as many times as deemed necessary and install temporary sign supports and foundations if necessary and as directed by the Engineer.

When the necessary construction is completed, the Contractor shall re-install the existing signs in their original locations or as directed by the Engineer.

## **WORK ZONE SAFETY MEETINGS**

Prior to the commencement of work, a work zone safety meeting will be conducted with The Town Engineer, Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed

A Work Zone Safety plan shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project.

## **INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

Stopping traffic may be allowed:

- As per the contract for such activities as excavating, wall erection, etc.
- To move slow moving equipment across live traffic lanes into the work area.

## **USE OF TRAFFIC DRUMS AND TRAFFIC CONES**

Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 72-hour duration.

Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.

## **WORK ZONE SAFETY MEETING AGENDA**

- Review Project scope of work and time
- Review Traffic person of the Specifications
- Review Maintenance and Protection of Traffic of the Special Provisions, including “Work Zone Safety Procedures”
- Review Contractor’s schedule and method of operations
- Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
- Open discussion of work zone questions and issues
- Discussion of review and approval process for changes in contract requirements as they relate to work zone areas.

## **LANE CLOSURE RESTRICTIONS**

It is anticipated that work on adjacent projects may be ongoing simultaneously with this project. The Contractor shall be aware of those projects so that coordination is maintained for proper traffic flow at all times on all project roadways and this coordination is acceptable to the Engineer.

The Contractor will not be allowed to close a lane if a Contractor working on an adjacent project has the opposite lane closed unless there is at least a one mile clear area length where the entire roadway is open to traffic, measured from the end of the first work area to the beginning of the signing pattern for the next work area.

## **CONTRACTOR'S USE OF TOWN PROPERTY AREAS**

If permission is granted to the Contractor to utilize Town property as a storage area for either construction equipment or materials, the Contractor shall conform to the following:

- After hours and weekend parking of construction equipment will not be allowed in landscaped areas which will cause damage to said areas. Also, equipment shall not be parked in locations within the Town Area which will cause sight line restrictions for motorists entering or exiting the Town Area.
- The Contractor will not be allowed to stockpile any material other than that material which is permitted in an Agreement that is required between the Town and the Contractor. The storage of unacceptable material such as construction debris, hazardous material, old truck batteries, abandoned construction vehicles, etc. will not be allowed.
- The Contractor shall restore those areas of the Service Area.