

# LEGAL NOTICE

## INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

**BID DUE DATE:** March 12, 2020

**BID DUE TIME:** 11:00 AM

**BID ITEM:** Bathroom Renovations Parks & Recreation  
Center Family Changing Room

**BID NUMBER:** 20-14

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

**Town of Ridgefield  
Jacob Muller  
400 Main Street  
Ridgefield, CT 06877  
203 - 431 – 2720**

The return bid envelope must be marked and addressed to the following:

**TOWN OF RIDGEFIELD  
DIRECTOR OF PURCHASING  
BID NUMBER: 20-14  
400 MAIN STREET  
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor. **For further information,** please call **Jacob Muller** at (203) 431-2720 or E-Mail at **[purchasing@ridgefieldct.org](mailto:purchasing@ridgefieldct.org)**

**Bid Documents available at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing section under Departments**

**Results may be viewed at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing Section under Departments after the bid opening.**

# TOWN OF RIDGEFIELD CONNECTICUT

## BOARD OF SELECTMEN

### INSTRUCTIONS TO BIDDERS

1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
4. Bidders may be present at the opening of bids.
5. Bids may be held by the Town of Ridgefield for a period not to exceed forty-five (45) days from the opening of bids for the purpose of reviewing bids and investigating the qualifications of bidders prior to the awarding of the contract.
6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits **will cause the bidder to be disqualified**.

**Please Note:** Certificates of Insurance, if required, MUST name the Town of Ridgefield as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of

Ridgefield Road Construction Standards, or as set forth in these specifications.

8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
9. **Sales Tax:** In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
10. **Bidding Schedule:**
  - Pre-Bid Site Walk, Tuesday February 25, 2020 located at 195 Danbury Road, Ridgefield, CT 06877. Please contact Craig Arsenault at (203) 431-2755 x2113 if you have questions regarding the site walk.
  - Bid Close; March 12, 2020 at 11:00 AM, complete instructions listed in the Invitation to Bid.
11. **Contractor's Qualification Statement:** The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
12. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
13. **Prevailing Wage Rates:** This project **is not** subject to the State of Connecticut's prevailing wage rates.
14. **SBE/MBE and Contract Compliance Requirements:** This project **is not** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements.
15. **Time of Completion:** All work must be completed within **45 days** from receipt of the notice to proceed.
16. **Omitted:**

17. **Project Location:** The project is located at the Parks and Recreation Center, 195 Danbury Road.
18. **Questions:** regarding bid procedures and technical questions should be directed via email to Jacob Muller, Director of Purchasing, purchasing@ridgefieldct.org.
19. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:
  - (a) Executed proposal sheets, pages P-1 to P-3
  - (b) Executed Hold Harmless Agreement
  - (c) Executed Anti-Fracking Waste Ordinance Acknowledgment Form
  - (d) Certificates of Insurance in conformance to Item 6 above
  - (e) Contractor's List of Subcontractor's (if none, state none)
  - (f) Contractor's Qualification Statement

## Family Changing Room Renovations

## Additional Specifications

Refer to attached plan labeled A5-2

- A. Key code - (Purple Stripes)
  - 1. Remove wall tile and backing 4 foot up wall
  - 2. Install new Duro Rock and wall covering 4 foot up – remove and replace rusted wall studs
  - 3. New Door and Frame to pool
  - 4. New door and frame to hall
  - 5. Change out lockers
  - 6. Remove or stain grout lines, clean tile
- B. Key code - (Purple, yellow, pink & green)
  - 1. Demo all walls fix studs (blue walls), repair leaky plumbing, Duro Rock walls and tile 4 feet up – sheet rock to ceiling (moisture proof)
  - 2. Remove floor tile and re-tile (purple tile)
  - 3. New shower control (yellow shower)  
Pan  
Drain  
New walls and tile Duro Rock backing
  - 4. New vanity and sink ( pink vanity-sink )  
New controls
  - 5. Reuse existing toilet and stainless handicap hardware (green toilet)  
New controls
  - 6. 1 New door and frame
- C. Repeat B
  - 1. Handicap shower Pan and controls
- D.
  - 1. New drop ceiling tiles throughout – moisture proof
  - 2. Clean grids and vents reuse

## Black Arrows

- 1. If possible, find studs in women's bathroom while open to changing room
- 2. New LED light fixtures
- 3. Remove and replace ADA warning alarm system

Fixtures

Vanity Faucets=Delta 501LF	Quantity 2
Shower=Leonard Shower/Bath Combo 4505 ADA	Quantity 1
Shower=Leonard Shower/Bath Combo 4501 non-ADA	Quantity 1
Toilet Flushometer Sloan Optima Plus	Quantity 2
Vanity=48"x24" Corian w/ intergraded basin	Quantity 2
Vanity=48"x24" Corian w/ intergraded basin	Quantity 2

\*Corian to include hole mount for soap dispenser

Toilet	Install reinstall existing
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Paper towel dispenser/Trash receptacle to be removed at demo and re-installed by contractor. Towel hooks and handrails to be installed by others.

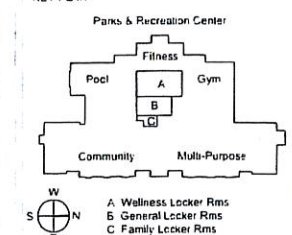
All tile to be supplied by owner



# DOYLE COFFIN ARCHITECTURE

Doyle Coffin Architecture, LLC  
158 Danbury Road  
Ridgefield, Connecticut 06877  
203.431.6001  
203.431.9764 fax  
info@doylecoffinarchitecture.com  
doylecoffinarchitecture.com

## KEY PLAN



## LOCKER ROOM RENOVATIONS

### TOWN OF RIDGEFIELD RECREATION CENTER

195 DANBURY RD  
RIDGEFIELD, CT 06877

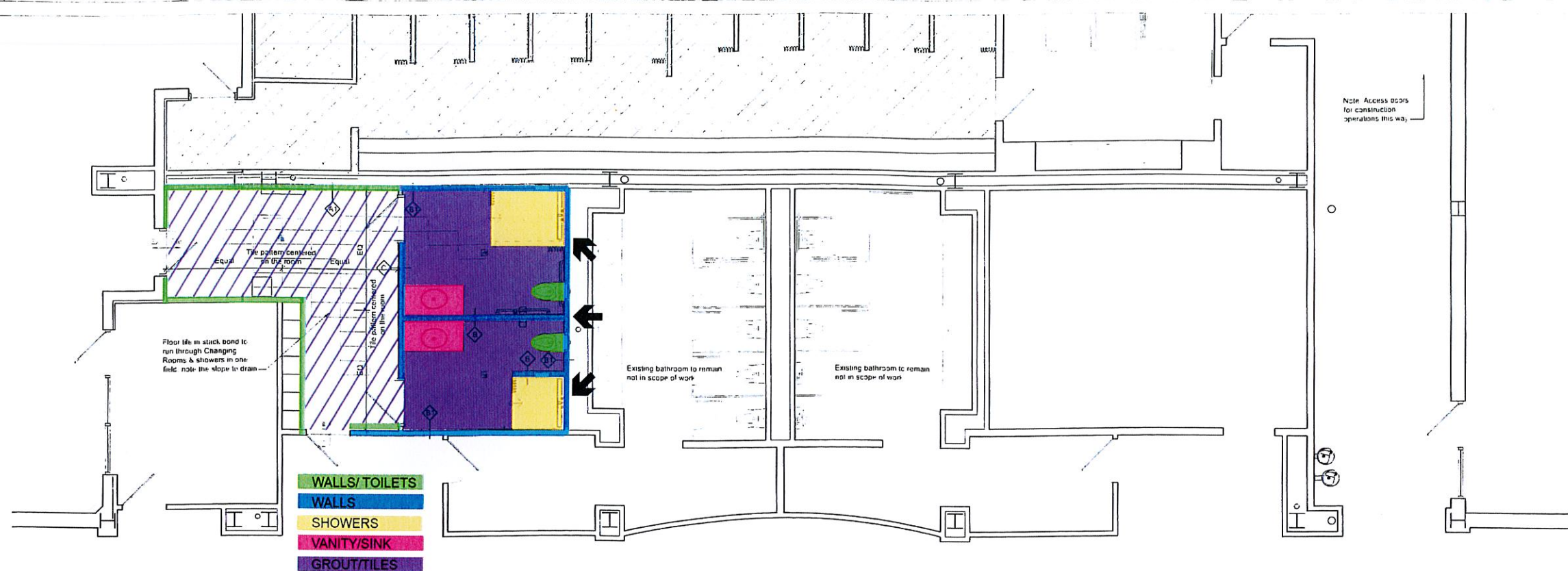
ISSUED FOR BID  
REVISIONS

PRINCIPAL PTC P.A. RAZ/EEF  
JOB NUMBER 845 SCALE AS NOTED

Construction Documents  
**Alternate #3**  
**Finish Plan & RCP**  
**Family Change Rms**

DOYLE COFFIN ARCHITECTURE, LLC  
SHEET

**A5-2**



Note: Access doors for construction operations this way.

D1  
A5-2  
ALTERNATE #3 FINISH PLAN & FAMILY CHANGING ROOMS  
1/4" = 1'-0"

24"x24" Access panels in new gypsum board ceiling, final locations to be determined with CM, Architect & Owner, typical each locker room.

- Notes:
1. Existing electric to remain, new fixtures & connections as shown.
  2. All existing exit signs, emergency lights, strobes/alarms & any other life safety equipment to be re-installed as existing.
  3. All existing HVAC supply & return grilles/diffusers to be replaced with new to match existing.

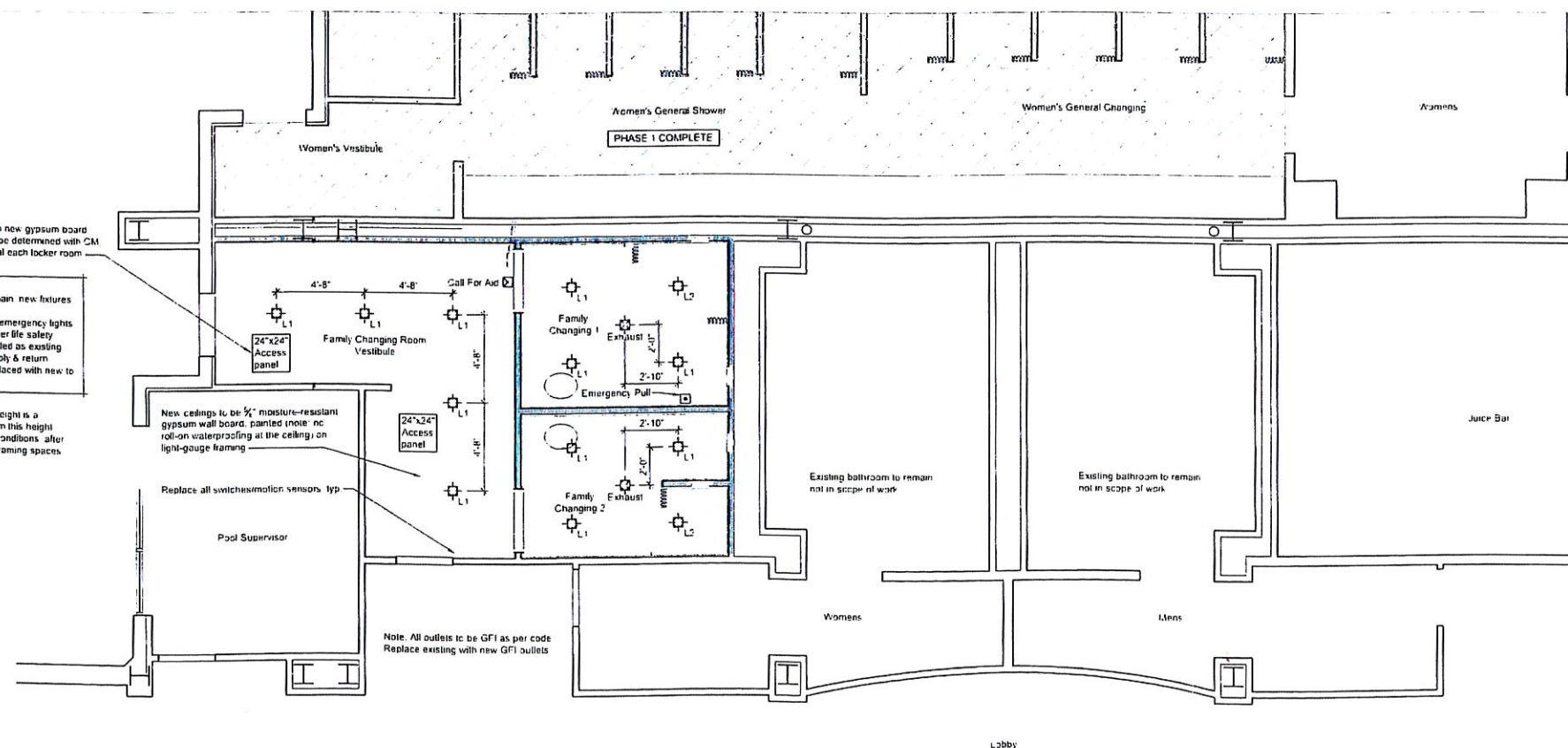
Note: Proposed ceiling height is a minimum of 8'-0". Confirm this height possible within existing conditions after demolition & prior to re-framing spaces.

Replace all switches/motion sensors, typ.

Pool Supervisor

New ceilings to be 5/8" moisture-resistant gypsum wall board, painted (note: no roll-on waterproofing at the ceiling) on light-gauge framing.

Note: All outlets to be GFI as per code. Replace existing with new GFI outlets.



H1  
A5-2  
ALTERNATE #3 REFLECTED CEILING PLAN & FAMILY CHANGING ROOMS  
1/4" = 1'-0"

**PROPOSAL**

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

to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Parks & Recreation Family Changing Room Renovations**, the plans and specifications prepared by Dennis Dipinto, Parks and Recreation Director in cooperation with Doyle Coffin Architecture, the works being situated within the Town of Ridgefield, Connecticut.

The undersigned bidder has carefully examined the Contract Documents referred to in the "Information for Bidders", and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

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In words;

Please submit Add Alternates to include the following;

Item 1: Demolition as required to the proposed plan; Lump Sum;

	1 LS
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In words;

Item 2: Ceiling Tiles Remove and Replace; Lump Sum;

	1 LS
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In words;

Item 3: Additional LED Lighting Fixtures, furnish and install; Lump Sum;

	1 LS
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In words;

Item 4: Remove and Replace Tile Grout in Common Lobby; Lump Sum;

	1 LS
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In words;

**The Undersigned Also Agrees As Follows:**

**First:** To do any extra work not covered by the above schedule of prices, which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Article 5, "General Conditions".

**Second:** Within **seven (7)** days from the date of the "Notice To Proceed", to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract.

Dated: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

Purchasing Department, Town of Ridgefield, 400 Main Street, Ridgefield, CT 06877  
203-431-2720 & purchasing@ridgefieldct.org

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## APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. **Bidders may not perform any work until all insurance requirements are met.**

1. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
  - Bodily Injury Liability and Property Damage Liability:  
**\$1,000,000 each occurrence.**
  - **The Town shall be named as an Additional Insured**  
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
  - Worker's Compensation and Employer Liability:  
Statutory Limits
3. **Comprehensive Auto Liability Insurance:**
  - **Bodily Injury Insurance and Property Damage Insurance** covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of **\$1,000,000 each occurrence.**

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to do so will result in work stoppage and possible contract cancellation.

**HOLD HARMLESS AGREEMENT**

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered in the  
Presence of:

Signed:

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S QUALIFICATION STATEMENT**

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

2. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

3. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

4. Client: \_\_\_\_\_

Project Address: \_\_\_\_\_

Approximate Value: \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone \_\_\_\_\_

Company: \_\_\_\_\_ Bid Title: \_\_\_\_\_

Street: \_\_\_\_\_ Bid No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**FRACKING WASTE ORDANINCE NOTICE**

On January 9, 2019, The Town of Ridgefield approved and adopted an Ordinance prohibiting the storage, disposal or use of fracking waste on Town of Ridgefield land and/or projects. The complete Ordinance can be viewed at the Town Clerk's Office located at 400 Main Street, Ridgefield, CT or on the town website at the following link;

<https://ecode360.com/RI2176/laws/LF1067113.pdf#search=fracking>

Bidders shall follow this Ordinance in preparation and submission of their bid.

- 1.) No materials containing natural gas or oil waste shall be utilized in providing and retaining services to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 2.) No materials containing natural gas or oil waste shall be utilized in the purchase or acquisition of materials to construct or maintain publicly owned and/or maintained road or real property with the Town of Ridgefield.
- 3.) We \_\_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the Town of Ridgefield. The bid is for bid documents titled \_\_\_\_\_. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Ridgefield as a result of the submittal of this bid if selected.

- 4.) The successful bidder shall submit certificates of origin for project materials, fill and other.

Signed and sealed in  
the presence of:

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this  
day on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Seated and Delivered in the  
Presence of:

Signed:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**GENERAL CONDITIONS****1. CONTRACTOR'S UNDERSTANDING:**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

**2. DEFINITIONS:****OWNER:**

The word "Owner" when it appears in the Contract Documents shall mean The Town of Ridgefield, Connecticut.

**ENGINEER:**

The word "Engineer" when it appears in the contract Documents shall mean Dennis Dipinto, Director of Parks and Recreation or his specifically designated Agent.

**CONTRACTOR:**

The word "Contractor" when it appears in the Contract Documents shall mean the party to whom the Contract has been awarded.

**3. MATERIALS, APPLIANCES AND EMPLOYEES:**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

**4. PROTECTION OF WORK AND PROPERTY:**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

**5. CHANGES IN THE WORK:**

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

**6. CLAIMS FOR EXTRA COST:**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

**7. SUSPENSION OF WORK:**

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

**8. THE OWNER'S RIGHT TO DO WORK:**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

**9. PAYMENTS WITHHELD:**

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

**10. CONTRACTOR'S LIABILITY INSURANCE:**

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the engineer, if he so requires and shall be subject to his approval for adequacy of protection.

**11. INDEMNITY:**

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

**12. DAMAGES:**

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

**13. ASSIGNMENT:**

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

**14. ENGINEER'S STATUS:**

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

**15. METHOD OF PAYMENT:**

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor **one hundred percent (100%)** of the amount stated in the Engineer's report. **No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.**

**16. FINAL PAYMENT:**

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

**17. ORDER OF THE WORK:**

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

**18. (OMITTED)****19. PROTECTION TO PUBLIC:**

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

**20. GUARANTEE:**

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the

project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part. It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

**21. RATE OF PROGRESS AND TIME OF COMPLETION:**

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within ***forty-five (45) consecutive calendar days*** after receipt of the Notice to Proceed.

**22. EXTENSION OF TIME:**

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall be final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

**23. SALES TAX:**

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

**24. Termination of the Contract:**

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for work executed

and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.