



TOWN OF STRATFORD
SIDEWALK REPAIR AND ALLIED CONSTRUCTION

Stratford, Connecticut
Bid No. 2009-061
Contract No. 2009-05

The Town of Stratford, Connecticut, through the Office of the Purchasing Agent, will receive **SEALED BID PROPOSALS** for the construction and repair of concrete sidewalks in Stratford, Connecticut, in accordance with the following instructions, conditions and reservations:

A. CLOSING DATE:

Bids will be received by the Office of the Purchasing Agent by 2:00 PM, August 11, 2009, at which time they will be publicly opened and read. All bidders are invited to attend this public opening in the Council Chambers, Town Hall, Stratford, Connecticut.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids, or any authorized postponement thereof. Any bids received after the date and time specified **SHALL NOT** be considered.

B. INSTRUCTIONS:

Bids must be submitted on the enclosed bid forms. All forms must be filled out completely. Extra copies of bid forms and Request for Bid Proposals are available at the Office of the Purchasing Agent upon request. All bids must be addressed to the attention of the Purchasing Agent, sealed and with the appropriate bid number and closing date noted above. Bids may be mailed or submitted in person at the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main Street, Stratford, Connecticut. **Bidders are hereby notified that: your name on the bid form and bid bond, and, if the contract is awarded to you, on the contract document, the performance bond, labor and materials bond and the insurance certificate must be identical to your name as it appears on your incorporation or organization papers on file in the Office of the Secretary of the State. Failure to heed this instruction may contribute to rejection of your bid.**

C. CONDITIONS:

1. Each bidder must provide a bid guarantee equivalent to five (5%) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his bid, execute the contractual documents as required within the time specified.

2. The successful bidder will be required to post a 100% performance bond and a 100% payment bond.

3. The successful bidder must furnish proof of adequate insurance coverage, with a carrier having at least an AM Best Company rating of B+ or better and in a form acceptable to the Town of Stratford, as follows:

- a. Evidence of insurance, NAMING THE AGENTS, SERVANTS & EMPLOYEES OF THE TOWN OF STRATFORD, AS ADDITIONAL INSURED, and
- b. Holding the Town of Stratford, it's agents servants and employees harmless from all claims and liability for damage for Bodily Injury, including Accidental Death, and for property damage which may arise from the performance of this contract.
- c. The insurance company shall give the additionally insureds 30 day notice prior to termination, cancellation or modification of coverage.
- d. Failure or neglect on the part of the successful bidder to provide the required Insurance Certificate within two weeks of the date of notification may be considered by the Town as proof that the contractor is unable to fulfill the contract, and, in this event, the award will be made to the next lowest bidder.

D. GENERAL BID INFORMATION:

Basis of Bid: All prices must include all costs involved in providing the services as outlined in the accompanying Bid document, including labor, equipment and materials for the complete design and construction of the project. No additional costs will be considered by the Town unless explicitly stated in the bid proposal.

Method of Award: Award will be made to the lowest responsible bidder meeting the requirements and conditions of this Bid. The quantities contained on the bid form are for bid comparison purposes. The Town does not warrant that the quantities shown in the bid will be constructed.

Taxes: Since the Town of Stratford is exempt from all taxes, no charges for taxes of any kind should be included in your bid or on any invoices to the Town.

E. RESERVATIONS:

The Town of Stratford may consider informal any bid not prepared and submitted in accordance with the provisions herein stated.

The Town of Stratford reserves the right to reject any or all bids or to accept the lowest responsible bidder, and to waive any informalities, omission, excess verbiage, or technical defects in the bidding if, in its opinion, it would be in the best interest of the Town of Stratford to do so. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

F. SPECIFICATIONS:

See attached.

G. OTHER PROVISIONS:

All interested parties shall make arrangements to visit the site(s) prior to the submission of a bid in order to familiarize themselves with existing conditions. Failure to visit the site(s) shall not relieve the contractor of their responsibility under the terms of any subsequent contract.

The Town reserves the right to cancel any subsequent contract at any time should the quality of workmanship prove unsatisfactory. Ten (10) days notification by the Town shall be provided in the event of such cancellation.

H. RIGHT TO TERMINATE The Town of Stratford reserves the right to terminate the contract for cause, convenience and/or loss of funds.

I. PROPERTY TAX VERIFICATION:

The Town of Stratford, under Connecticut law (Section 12-146b) will withhold payments to contractors who provide services or products to the Town but who owe delinquent property taxes to the Town. Property taxes including taxes on personal property, real property and motor vehicles.

J. ELIGIBILITY TO BID:

The contractor shall certify that they are eligible to bid on this project and that they are not a party that is excluded from Federal procurement or non-procurement programs and from receiving Federal contracts. This certification shall also be required of any subcontractor that may be included on the project.

NON-COLLUSIVE BIDDING

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in a case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

APPLICABLE LAWS

The contractor further represents and warrants that he is familiar with all Federal, State and Municipal laws, ordinances and regulations which in any way may affect the work of those employed therein.

INSURANCE

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employers liability insurance as required by Connecticut and federal law, plus employers liability limits of \$1,000,000 per accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$3,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

**PROPOSAL
AND
SUPPLEMENTAL SPECIFICATIONS
SIDEWALK REPAIR AND ALLIED CONSTRUCTION
STRATFORD, CONNECTICUT**

**BID NO. 2009-061
CONTRACT 2009-05**

The bidder's attention is directed to document entitled "Department of Engineering, Specifications for Road Construction and Allied Appurtenances, Town of Stratford, Connecticut, dated 1975". This document is available in the Purchasing Agent's Office.

BID DUE DATE: August 11, 2009 @ 2:00 PM

**TOWN OF STRATFORD
DEPARTMENT OF ENGINEERING**

BID SUBMITTED BY: _____ **(CONTRACTOR)**
_____ **(ADDRESS)**

_____ **(TELEPHONE NO.)**

**ADVERTISEMENT
TOWN OF STRATFORD, CT
BID NO. 2009-061
CONTRACT 2009-05
SIDEWALK REPAIR AND ALLIED CONSTRUCTION**

Bids will be received by the Town of Stratford, Connecticut, at the Office of the Purchasing Agent, Room 202, Town Hall, Stratford, Connecticut, until 2:00 PM on August 11, 2009 and then in the Council Chambers publicly opened and read.

NO BIDS WILL BE RECEIVED AFTER SAID HOUR.

Specifications, Proposal Forms and other pertinent data may be secured at the Office of the Purchasing Agent on or after July 28, 2009.

The Town of Stratford is an equal opportunity employer, and requires an Affirmative Action Policy for all its Contractors and Vendors.

The Town of Stratford reserves the right to reject any or all bids, or to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the bidding if, in its opinion, it would be in the best interest of the Town of Stratford to do so. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Cash, bid bond duly executed, or a certified check each to the order of the Town of Stratford, Connecticut, in an amount of \$500.00 must be deposited by each bidder as a guarantee that, if this contract is awarded to him, he will execute the work in full compliance with the specifications, and other data.

Town of Stratford, Connecticut
Equal Opportunity Employer

Michael Bonnar
Purchasing Agent

**TOWN OF STRATFORD
ENGINEERING DEPARTMENT**

**SUPPLEMENTAL CONDITIONS
CONTRACT 2009-05
SIDEWALK REPAIR AND ALLIED CONSTRUCTION**

Supplemental information regarding sidewalk repairs covering the period of August 2009 to June 30, 2010.

This contract will cover the repair and replacement of concrete structures, steps, sidewalks, driveways, removing and disposing old concrete walks and old tar or asphalt walks, in accordance with Specifications for Road Construction and Allied Appurtenances, Town of Stratford, Connecticut dated 1975, and Supplemental Specifications contained herein.

Work contemplated is such as may be ordered by the Mayor or Town Engineer in accordance with "An Ordinance Concerning Defective and Unsafe Sidewalks" and other miscellaneous work for the fiscal year ending June 30, 2010.

In lieu of Item 1 - "Bid Surety" under Conditions on the Standard Form covering Contracted Services, each bidder must accompany his bid with a bid bond or certified check in the amount of \$500.00 payable to the Town of Stratford.

In lieu of a Performance Bond for 100% of the total bid, as called for under Item 2 - "Performance Bond" under conditions, the successful bidder will be required to furnish a Performance Bond in the amount of \$10,000.00.

Insurance Coverage and other conditions, reservations and instructions as outlined in the Standard Form covering Contracted Services apply to this contract.

The Town of Stratford reserves the right to accept the two lowest acceptable bidders, when work requires same. The Town also reserves the right to extend the contract for periods of one year if mutually agreed to by both parties.

It will be an essential part of the contract obligation that all orders issued by this department for this work be completed within two weeks of the date of the order. No work is to be started by the contractor until this department has issued a formal order to cover the specific job or jobs.

Failure to perform the work as required shall be cause for the Town of Stratford to have the work completed by others, in which case the contractor and his bonding company will be responsible to the Town for any increased costs for having the work done.

The contractor will not be penalized for failure to deliver materials under this contract where such failure results from a contractor's inability to secure materials as a result of strikes, or other conditions over which the contractor has no control.

SUPPLEMENTAL SPECIFICATIONS SIDEWALK REPAIRS

- S1. SCOPE OF THE WORK:** The unit prices bid in the Proposal shall include all labor, materials and equipment to properly complete the work in accordance with the bid and these specifications.
- S2. TREE ROOT REMOVAL:** The contractor shall, where required, cut tree roots or stumps in the way of reconstruction in accordance with the requirements of the Town Tree Warden. All tree roots, where required, shall be cut cleanly and removed from the work area. The tree side of roots so cut shall be sealed with tree wound sealer which material shall be supplied by the Town. Cost shall be included in the unit price bid for removal of concrete or bituminous concrete walk.
- S3. SAW CUTS:** All joints not scored more than one (1) inch deep shall be cut with a saw (to minimize breaking walk not previously damaged).
- S4. DAMAGING OF UNMARKED SIDEWALK:** The contractor shall be liable for all unmarked walk damaged during construction. It will be removed and replaced at contractor's expense.
- S5. SURFACE FINISHING CONCRETE WALK:** New concrete surfaces may be finished with a soft broom. Marking or flagging shall be done in a uniform manner. Expansion joints where required shall be so placed as to fit uniformly with the crosswalk jointing. Handicap curb cut ramp shall be broomed to a rougher surface than the adjacent walk.
- S6. LOAM AND SEED:** Loaming and seeding shall be done in accordance with the specifications where form work and normally disturbed areas within 12" of either side of the sidewalk shall be the payment limits for this item in computing quantity for payment where the work adjoins sidewalk replacement areas. Where extra work is specifically ordered, payment will be made according to the ordered quantity. Any other work as noted in S7 Cleanup shall not be paid for separately.
- S7. CLEANUP:** The contractor shall restore all lawn, concrete or paved areas and any other areas adjoining the work disturbed by him in installing and removing forms or pouring concrete. The job shall present a neat appearance upon completion. All costs incurred outside the pay limits shall be included in the unit prices bid for concrete work.
- S8. ASPHALT AND CONCRETE REMOVAL:** The contractor is responsible for the disposal of all asphalt, concrete, roots and excess material removed in an acceptable manner. The contractor will not be permitted to dump any material at the Town of Stratford landfill at Short Beach area, the Public Works yard, the Water Pollution Control Facility or any other public property.

SUPPLEMENTAL SPECIFICATIONS – CONTINUED

- S9. PREVAILING WAGES:** Not Applicable.
- S10. MISCELLANEOUS CONCRETE REPAIR & REPLACEMENT:** From time to time, the contractor may be requested to perform other concrete repairs or reconstruction. This work will require chipping away deteriorated concrete, removal of concrete structures, disposal of concrete, installing dowels, installing epoxy bonding agent, framing and pouring patch concrete, framing, reinforcing and pouring new concrete, coordinating with and providing for other trades, such as, metal railing and landscaping contractors, and providing concrete finish. Quantities will be measured in place and item shall include all work necessary to provide a finished, quality job.
- S11. CONCRETE CURB REPAIR:** When directed, repair deteriorated or broken concrete curbing. Remove concrete curb to a minimum of 1" below the pavement surface. Drill in dowels set 3" minimum in grout so that the dowel is within 2" clear of the new surface. Apply a bonding agent to roughened concrete surface and pavement face. Pour new concrete flush with existing curbing.
- S12. GRANITE CURBING:** Install granite curbing, including straight and radius sections where directed. Price will include cost of excavation, setting granite in concrete base and backfill. Saw cutting pavement and patching pavement will be paid for under respective pay items.
- S13. CAULKING MASONRY STRUCTURES:** The contractor shall remove old mortar or joint material to a clean stable surface. The contractor shall install backer rod material and caulk the joint ensuring a tight bond on both sides of the joint up to 1" wide to achieve a watertight seal. Caulk shall be by Chemtrete or approved equal. Payment shall be made by the lineal foot of joint repair.
- S14. WATERPROOF SEALANT ON CONCRETE SIDEWALK:** Clean concrete surface and roll, spray or otherwise apply sealer to concrete surface providing full penetration coverage in accordance with manufacturer's instructions and recommendations. Payment shall be made by the square foot of concrete treated.

SUPPLEMENTAL SPECIFICATIONS - CONTINUED

S15. COMPLIANCE WITH LOCAL ORDINANCE:

Pursuant to Section 8-1 of Chapter 8 of the Town Code, no changes in the terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval of the Stratford Town Council except that the Mayor shall have the authority to approve a change order provided that the cost does not exceed \$5,000 and that it is in the best interest of the Town to avoid delay of the approval of the requested change. The contractor's attention is directed to the entire Chapter 8 of the code, an ordinance regarding change orders. Specifically, the following sections of this ordinance shall be made part of this contract.

8-4 Definitions

a. Contractor means any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work

Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the project Architect or the Town Engineer or his/her designee in the absence of an architect before work not included in the contract is commenced.

8-7 Liquidated Damages

All contracts for construction shall include a liquidated damage clause for violations of Section 8-1 of the Stratford Town Code in form and content as approved by the Town Attorney.

LIQUIDATED DAMAGES CLAUSE (Re: 8-7 above)

In the event that any changes of whatever nature whatsoever are made to or upon any public work or improvement, including but not limited to, changes in the terms, conditions, scope of the contract, or deviations from specifications therein, which are not previously approved by the Stratford Town Council or provided in Chapter 8 of the Stratford Town Code, the contractor shall be solely responsible for any and all expenses thereof and shall indemnify and hold harmless the Town from and against any claim or demand arising out of or from such damages.

S16. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Town of Stratford, its agents, servants or employees from any and all claims or demands for damages or injuries to either person or property which arise out of the performance of this contract.

SPECIMEN

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(BIDDER'S NAME)

As Principal and _____
(NAME OF SURETY)

as Surety are hereby held and firmly bound unto _____

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ DAY OF _____ 2009.

The condition of the above obligation is such that whereas the Principal has submitted to

a certain Bid, attached hereto and hereby made a party hereof, to enter into a Contract in writing, for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or, in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid.

Then, this obligation shall be void, otherwise the same shall remain in force and effect it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the obligee may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have to be signed by their proper officers, the day and year first set forth above.

BY _____ (L.S.)
PRINCIPAL

SURETY

BY _____

(SEAL)

SPECIMEN

CERTIFICATE OF SURETY

The undersigned hereby certify that they are the duly authorized agents of _____

duly authorized to do business in the State of Connecticut, and agree to furnish to _____

a surety bond for the faithful performance of any and all provision contained in the Specifications and Contract. The maximum amount that we will be surety for is \$_____

SURETY COMPANY OR AGENT

ATTEST:

WITNESS

THE TERMS OF THE SURETY COMPANY FOR FURNISHING THE BOND ARE HEREBY ACCEPTED.

NAME OF BIDDER

BY: _____
TITLE

IMPORTANT! - THIS FORM MUST BE FILLED IN BY BIDDER.

STATEMENT OF COMPLIANCE WITH BIDDING
REQUIREMENTS

_____ hereby
certify that _____ have furnished all
information required in the Proposal Form and the following have been executed:

1. BID BOND
2. CERTIFICATE OF SURETY

NAME OF BIDDER

BY: _____

TITLE

WITNESS

IMPORTANT! - THIS FORM MUST BE FILLED IN BY BIDDER

CONTRACT

This AGREEMENT, made this _____ day of _____ by and between the TOWN OF STRATFORD, in the County of Fairfield, a municipal corporation of the State of Connecticut, party of the first part, and _____ a corporation with its principal place of business in _____ party of the second part, (hereinafter called Contractor).

WITNESSETH THAT, for and in consideration of the premises and the agreement herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

FIRST

(a) The Contractor accepts and agrees to abide by the provisions of Section 31-53 of Connecticut General Statutes, excerpted as follows:

Sec. 31-53 Construction, alteration or repair of public works projects by state or political subdivision; wage rates; certified payroll. Penalties for violations. (a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

(h) As used in this section, section 31-54 and section 31-89a, "employee welfare fund" means any trust fund established by one or more employers and one or more labor organizations to provide from moneys in the fund, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee welfare plan; provided such term shall not include any such fund where the trustee, or all of the trustees, are subject to supervision by the Commissioner of Banking of this state or any other state of the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System, and "benefits under an employee welfare plan" means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both,

including, but not limited to, medical, surgical or hospital care benefits; benefits in the event of sickness, accident, disability or death; benefits in the event of unemployment, or retirement benefits.

(b) The contractor further covenants and agrees at its own proper cost charge and expense to furnish all machinery, appliances, tools, insurance, labor and materials necessary or proper to do all the work necessary to construct all the works, equipment and fixtures, appurtenant thereto, as set forth in the Contractor's Bid Proposal, dated _____ and as generally described in "contract specifications" for "Sidewalk Repair and Allied Construction" as prepared by the Engineering Department, and in the Contract Documents, set forth in the Fourth Article hereunder, all in a first class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefore, advertisement, and the Contractor's Bid Proposal all of which plans, drawings, specifications, advertisement, proposal and other Contract Documents all forming part of the Contract and made a part hereof, to the same extent as though the same were herein expressly written; and under the general supervision of the Town Engineer of the Town of Stratford.

The contractor agrees to commence work on this project on or before a date to be specified in a written "Notice to Proceed" from the Town of Stratford and to fully complete the project within the time limit specified in the contract documents.

SECOND

In consideration of the contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, and in the other Contract Documents, the Town of Stratford covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the contract documents.

THIRD

The Contractor agrees to indemnify and hold harmless the Town of Stratford its employees, agents and servants from any and all claims or demands for damages or injuries to either person or property which arise or may arise out of the performance of this Contract.

FOURTH

The term "Contract Documents" shall mean and include the following:

- 1. Invitation to Bid
- 2. Bid Proposal
- 3. All Contract Forms:
 - a. Bid Bond
 - b. Contract
 - c. Acknowledgement of Officer of Town Executing Contract
 - d. Acknowledgement of Corporate Contractor
 - e. Performance Bond and Labor Material Payment Bond
 - f. Certificate of Insurance
 - g. Notice of Award
 - h. Notice to Proceed
 - i. Town of Stratford, Standard Insurance Requirements
- 4. Standard Conditions
- 5. Supplemental Conditions
- 6. Scope of Work
- 7. Contract Drawings
- 8. Supplemental Specifications

IN WITNESS WHEREOF: the Town Council of the Town of Stratford, in the County of Fairfield has authorized the Corporate Seal of the Town of Stratford to be hereto affixed and this Contract to be signed by the Mayor and that same attested to by the Town Clerk and the Contractor has caused this Contract to be signed by its duly authorized officer, and its corporate seal to be hereunto affixed all the day and year first above written.

ATTEST:
BY: _____
Town Clerk

TOWN OF STRATFORD
BY: _____
James R. Miron, Mayor

DATE: _____

ATTEST:
BY: _____

CONTRACTOR
BY: _____

DATE: _____

**ACKNOWLEDGEMENT OF OFFICER OF TOWN
EXECUTING CONTRACT**

State of Connecticut)
County of Fairfield)

ss: Stratford

Be it remembered, that on this ____ day of _____ 2009 before me personally appeared James R. Miron, known by me to be the Mayor of the Town of Stratford, who, being first duly sworn deposes and says:

1. That he knows the seal of the Town of Stratford.
2. The seal affixed to this Contract is the seal of the Town of Stratford.
3. That the seal was so affixed and the contract signed and delivered by James R. Miron who was at the date thereof the Mayor of the Town of Stratford.
4. The said seal was affixed and the Contract delivered in the presence of deponent.
5. At the same time the said Mayor acknowledged that he signed, sealed and delivered the same as his voluntary act and deed.
6. At the same time deponent signed his name to said contract as an attesting witness to the execution thereof.

Susan Pawluk
Town Clerk

SUBSCRIBED AND SWORN TO, BEFORE ME:

NOTARY PUBLIC
A NOTARY PUBLIC OF THE STATE OF CONNECTICUT
MY COMMISSION EXPIRES: _____

**ACKNOWLEDGMENT BY SECRETARY
OF CORPORATE CONTRACTOR**

State of Connecticut

ss: _____

County of _____

Be it remembered that on this _____ day of _____ 2009 personally appeared _____ who, being first duly sworn, deposes and says:

1. He is the secretary of _____ the contractor
(Name of Corporation)
named in the foregoing contract.
2. He well knows the seal of said corporation and the seal affixed to the contract is in fact the seal of the corporation.
3. The seal was affixed and the contract signed and delivered by _____
(Name of Officer Who Signed)
who was on the date of signing the _____ of the corporation,
(Title of Officer Who Signed)
and who acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the corporation.
4. The contract was signed and the corporate seal affixed in the presence of deponent who subscribed the contract as an attesting witness to the execution thereof.

SECRETARY

SUBSCRIBED AND SWORN TO, BEFORE ME:

NOTARY PUBLIC

MY COMMISSION EXPIRES:

(seal)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

State of Connecticut) ss:

County of)

Be it remembered, that on this _____ day of _____ 2009 before me the subscriber personally appeared _____ who, I am satisfied _____ the _____ mentioned in the within _____ Instrument, to who I first made known the content thereof, and thereupon _____ acknowledge that _____ signed, sealed and delivered the same as _____ VOLUNTARY ACT AND DEED, for the uses and purposes therein expressed.

Notary Public

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT

My Commission Expires:

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of Connecticut) ss:
County of)

Be it remembered, that on this _____ day of _____ 2009 before me the subscriber _____ personally appeared _____ who, I am satisfied _____ the _____ mentioned in the within Instrument, to whom I first made known the content thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed.

Notary Public _____

A NOTARY PUBLIC OF THE STATE OF CONNECTICUT
My Commission Expires:

SPECIMEN
PERFORMANCE AND LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ of _____ (hereinafter called the Principal) as Principal, and _____ a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Connecticut (hereinafter called the Surety), as Surety, are held and firmly bound unto the TOWN OF STRATFORD as Oblige, in the sum of \$ _____ lawful money of the United State of America, for the payment of which, well and truly to be made to the Oblige, we bind ourselves, our heirs, successors and assigns, jointly and severally, firmly by these presents.

Signed, Sealed and Delivered this _____ day of _____ 2009

THE CONDITION OF THIS OBLIGATION is such that Whereas said Principal has entered into a certain written contract with said Oblige, dated the _____ day of _____ 2009, which contract provides for the construction of _____ and which contract, together with all plans and specifications now or hereafter made in extension, modification or alteration thereof, are incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep perform and execute all the terms, conditions and stipulations of bid contract on his (its) part to be kept, performed and executed according to the provisions of said contract and shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real property, and shall indemnify and reimburse the Oblige for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duly imposed upon the Principal by said Contract at the time and in the manner therein specified or to pay for all such materials furnished and labor supplied or performed, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

CERTIFICATE OF INSURANCE

_____ hereby certifies

_____ have submitted to the _____ Proof of Carriage of

Insurance

(Name of Municipality)

in the form required by the Contract Specifications.

CONTRACTOR

WITNESS

CERTIFICATE OF TOWN ATTORNEY

I, the undersigned _____, the duly authorized and acting legal representative of and counsel to _____ do hereby certify as follows:

I have examined the foregoing Contract, Performance Bond, Payment Bond, Insurance Policies and Certificates, the General Terms and Conditions of the Contract Specifications and the manner of the execution thereof. I am of the opinion that the aforesaid documents constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

ATTORNEY

DATE _____ 2009

**ACKNOWLEDGMENT BY MANAGING MEMBER
OF LLC**

State of Connecticut

ss: _____

County of _____

Be it remembered that on this _____ day of _____ 2009
personally appeared _____ who, being first duly sworn,
deposes and says:

1. He is a Managing Member of _____ the
contractor named in the foregoing contract. (Name of Company)
2. He well knows the seal of said LLC and the seal affixed to the contract is in fact the seal of
the LLC.
3. The seal was affixed and the contract signed and delivered by

(Name of Member Who Signed)

who was on the date of signing a Managing Member of the Company
and who acknowledged that he signed, sealed and delivered the same as his voluntary act
and deed and as the voluntary act and deed of the Company.

4. The contract was signed and the seal affixed in the presence of deponent who subscribed
the contract as an attesting witness to the execution thereof.

MANAGING MEMBER

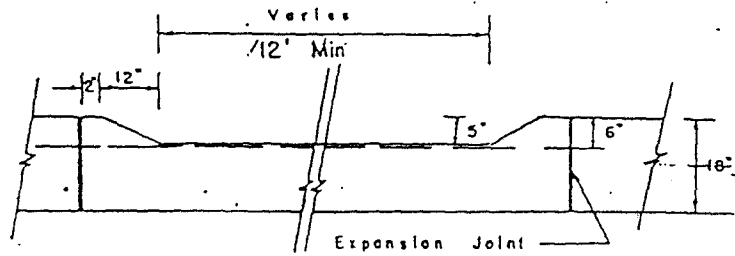
SUBSCRIBED AND SWORN TO, BEFORE ME:

NOTARY PUBLIC

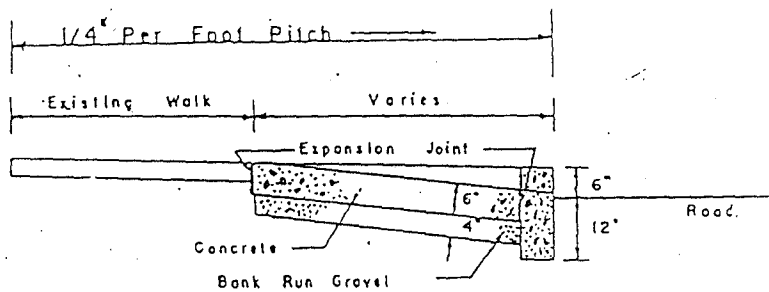
MY COMMISSION EXPIRES:

(seal)

TOWN OF STRATFORD
 SIDEWALK-CURB & DRIVEWAY
 DETAILS

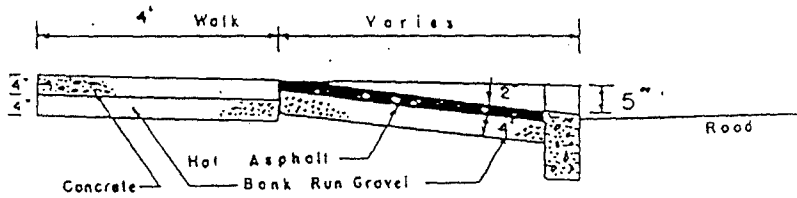


CURB CUT OUT FOR DRIVE WAY APPROACH

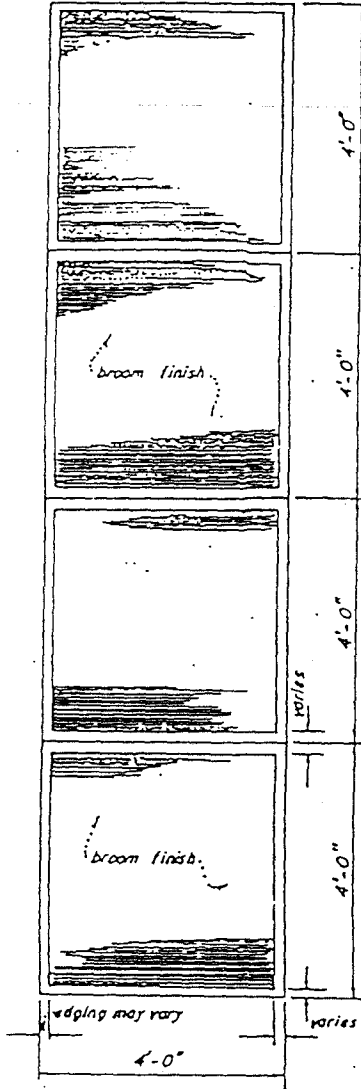


SECTION OF CONCRETE DRIVE WAY APPROACH

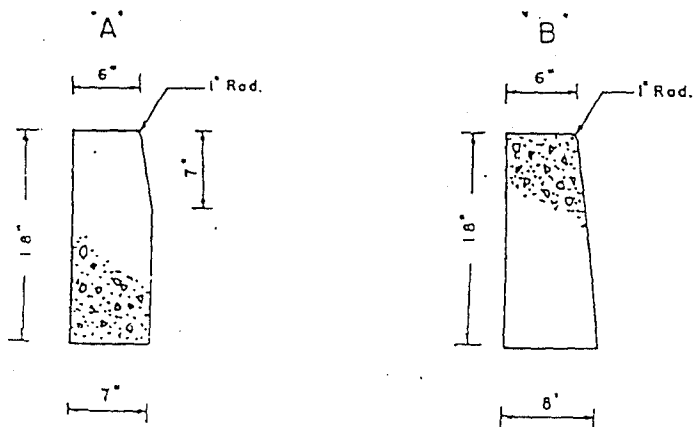
NOTE: SIDEWALK SHALL BE
 6" THICK AT ALL DRIVEWAYS



SECTION OF ASPHALT DRIVE WAY APPROACH

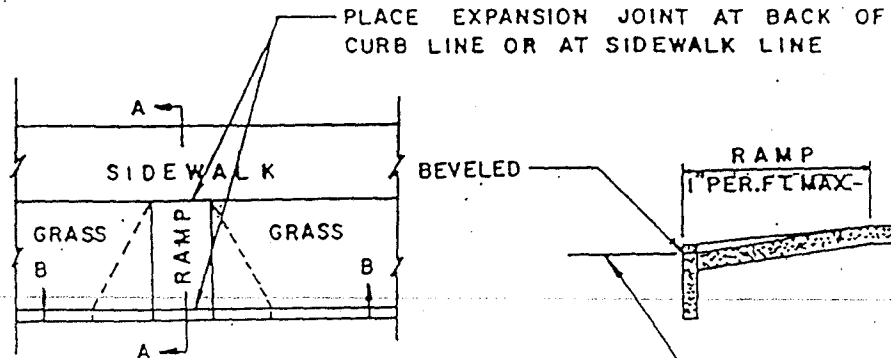


Note: 3500 # Concrete
 Required



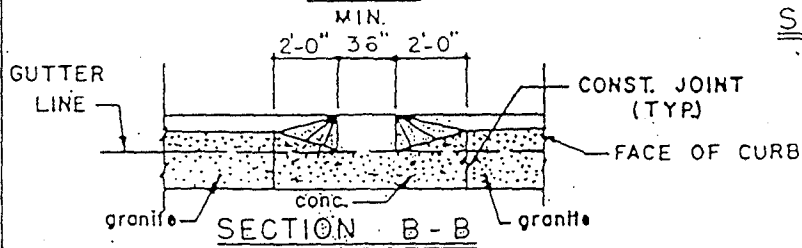
ALTERNATE CURB FORMS

DWG. NO. 590626.



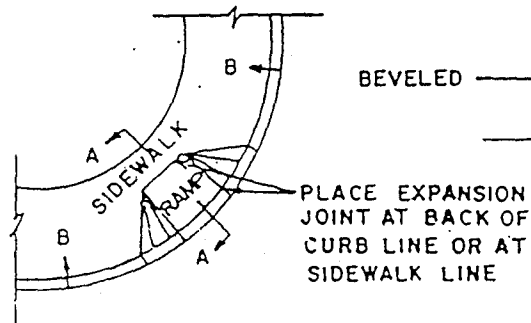
PLAN

SECTION A-A



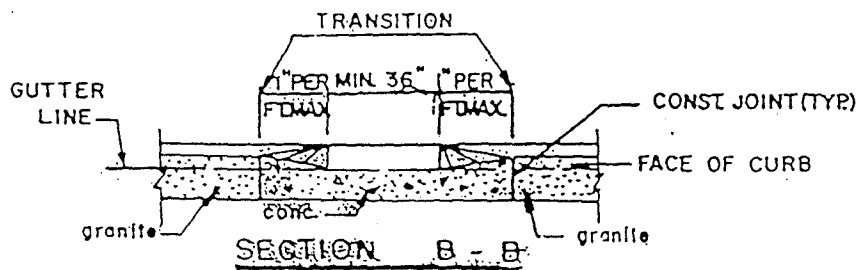
SECTION B-B

SIDEWALK RAMP TYPE 1



PLAN

SECTION A-A



SECTION B-B

SIDEWALK RAMP TYPE 2

BID FORM
SIDEWALK REPAIR AND ALLIED CONSTRUCTION
BID NO. 2009-061 / CONTRACT 2009-05
Town of Stratford
BID #2009-061
Sidewalk Repair and Allied Construction
BIDSHEET

Gentlemen:

The undersigned declare that he or they have carefully examined the pertinent Contract Documents and will provide all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials called for by the plans and specifications, in the manner prescribed thereon and therein, and in accordance with the requirements of the Engineer and the Town of Stratford, for the following sums, to wit:

<i>ITEM NO.</i>		<i>UNIT</i>	<i>UNIT PRICE BASE BID</i>	<i>BID QUANTITY</i>	<i>TOTAL</i>
1	Concrete walk 4 inches thick, complete	SF	\$	9479	
2	Concrete walk 6 inches thick, complete	SF	\$	588	
3	Excavation & placing gravel base, complete	CY	\$	50	
4	Concrete curb 6" x 18", complete	LF	\$	50	
5	Remove concrete curb, complete	LF	\$	50	
5a	Concrete curb repair, complete	LF	\$	25	
6	Remove and replace bituminous concrete, complete	SF	\$	274	
7	Remove concrete walk, complete	SF	\$	10,067	
8	Remove bituminous concrete walk, complete	SF	\$	75	
9	Loam and seed, complete	SY	\$	545	
10	4" thick concrete handicap ramp curb cut, complete	SF	\$	60	
11	Sawcut concrete walk, complete	LF	\$	228	
12	Sawcut bituminous pavement, complete	LF	\$	126	
13	Remove and replace deteriorated concrete 2"-4" thick, complete	SF	\$	80	
14	Remove and dispose bulk concrete, complete	CY	\$	3	
15	Install new formed cast in place concrete for structures, complete	CY	\$	3	

BID FORM
SIDEWALK REPAIR AND ALLIED CONSTRUCTION
BID NO. 2009-061 / CONTRACT 2009-05

<i>ITEM NO.</i>		<i>UNIT PRICE</i>		<i>BID QUANTITY</i>	<i>TOTAL</i>
		<i>UNIT</i>	<i>BASE BID</i>		
16	Install reinforcing steel for concrete structures, complete	LB	\$	150	
17	Install new granite curb, complete	LF	\$	50	
18	Install new caulk joint at masonry structures, complete	LF	\$	70	
19	Apply waterproof sealant	SF	\$	500	

TOTAL

DATE: _____

SUBMITTED BY:

(Name)

(Company)

(Address)

(Telephone)