

INVITATION TO BID  
SPRING STREET PAVING IN PLACE & RELATED SERVICES (2025)



Town of Winchester  
Department of Public Works  
189 Rowley Street  
Winsted, CT 06098

RELEASE DATE: September 15, 2025

\*A non-mandatory pre-bid meeting will be held on Friday, September 19, 2025, at 10:00 am  
at the Public Work Facility at the above-listed address.

DEADLINE FOR QUESTIONS: September 23, 2025

BID OPENING: September 30, 2025, 10:00 am

ALL BIDS MUST BE SEALED AND SUBMITTED TO:

Winchester Town Hall  
Office of the Town Manager  
338 Main Street

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**SPRING STREET PAVING IN PLACE & RELATED SERVICES (2025)**  
**WINCHESTER, CONNECTICUT**  
**LEGAL NOTICE**  
**INVITATION TO BID**

Sealed bids for Spring Street Paving in Place & Related Services will be received at the Town Managers Office, Winchester Town Hall, 338 Main Street, Winsted, CT 06098 until Tuesday, September 30, 2025 at 10:00 a.m.

The work to be done shall consist of the installation of bituminous concrete materials, reclaim and milling operations in accordance with Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 819, latest revision, all related sections.

The work described above includes furnishing, installing, and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment, and services complete in place unless otherwise noted within the bid documents.

The Town of Winchester hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin, or sex, in consideration for this award.

Contract documents for the above project may be reviewed at the Winchester Public Works Office located at 189 Rowley Rd. Winsted, CT. Copies of the contract documents may be obtained on the Town of Winchester's website, [www.townofwinchester.org](http://www.townofwinchester.org) as well as the [State Contracting Portal](#).

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor.

Refer all questions to the Department of Public Works, Gabe Calandra, Clerk of the Works.

All Questions must be submitted in writing and mailed to the Department of Public Works, 189 Rowley Street, Winsted, CT, 06098 or emailed to [gcalandra@townofwinchester.org](mailto:gcalandra@townofwinchester.org) no later than Tuesday, September 23, 2025. Do not call the Department of Public Works with questions.

The Town of Winchester reserves the right to reject any and all bids.

TOWN OF WINCHESTER, CONNECTICUT  
Jim Rollins, Director of Public Works

## BID INSTRUCTIONS AND GENERAL CONDITIONS

1. "Town" refers to the Town of Winchester. "Engineer" refers to the Director of Public Works or his representative. "Contractor" refers to the successful bidder (company contracted by Town to perform work under this contract).
2. Bids must be made on the attached bid form and shall be enclosed in a sealed envelope which shall be labeled with the bidder's name and address in the upper left-hand corner, and which shall be entitled "Spring Street Paving in Place and Related Services 2025". Sets may be obtained at the Town of Winchester's website at [www.townofwinchester.org](http://www.townofwinchester.org) and the [State Contracting Portal](#). Any addenda will be available on all three sites.
3. Bids shall be received at the office of the Winchester Town Manager at the Winchester Town Hall, 338 Main Street, Winsted, Connecticut, until Tuesday, September 30, 2025, at 10 a.m. and then at said office publicly opened and read aloud. The award shall be made at a later date by the Town.
4. Each bidder's proposal shall include, completed in full, *the Bid Proposal Form, the bidder's Project References, the Non Collusion Affidavit, and the New Vendor Disclosure Statement*, and any other specifications pages requiring vendor response shall be enclosed in an envelope which shall be sealed and clearly labeled with the words **"Bid Proposal, SPRING STREET PAVING IN PLACE & RELATED SERVICES (2025), the Bidder's Name, and the Date and Time of the Bid Opening,"** in order to guard against premature opening of the bid.
5. Bids must be made out and signed in the name of the person or business entity that shall perform the work, and if a corporation, it must be fully and properly executed by a person authorized to act on behalf of the corporation.
6. Bids received later than the time and date specified shall not be considered. Bidders are cautioned that it is the responsibility of each individual bidder to ensure that his bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the place of the Bid Opening. Owner is not responsible for bids delayed by mail and/or delivery services of any nature.
7. Bids may be withdrawn prior to the time set for opening bids, but bids may not be re-filed after they have been withdrawn.
8. Unbalanced bids shall not be considered in awarding contract.
9. The successful bidder will be determined from the lowest, qualified, reasonable, and responsible base bid amount. The Town of Winchester shall determine what constitutes qualified, reasonable, and responsible.
10. The Town of Winchester reserves the right to reject any or all bids, to waive informalities or technical defects, and to accept the bid that, in the Town's sole judgment, will be in the best interest of the Town.
11. Goods and services provided to the Town of Winchester are exempt from Federal Excise Taxes and the Sales and Use Tax of the State of Connecticut.

## BID INSTRUCTIONS AND GENERAL CONDITIONS CONTINUED

12. The bidder agrees that this bid shall remain open for acceptance for thirty (30) days after the opening and no bidder may withdraw his bid within said time period.
13. The successful bidder must furnish a New Vendor Form and W-9 form. The vendor must also be registered with SAM.GOV and provide their Unique Entity ID. Entity Registration | SAM.gov
14. The successful bidder shall secure and maintain such insurance as shall protect him from claims under the Workers' Compensation Acts. He shall secure and maintain general liability injury, death, or property damage, which may arise from the performance of his service under this contract, in the amounts specified in the Special Provisions. He shall designate the Town as an additional named insured in his general liability policy and shall furnish the Town with a certificate or other proof of insurance which he, as part of this contract, must carry. The provisions of this paragraph shall apply to and be incorporated into any subcontracts regarding this project between the successful bidder and his subcontractors.
15. The Town shall not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work and to complete it within the time specified in the contract. As part of this proposal, the Contractor and Subcontractors shall complete the attached Statement of Bidders Qualifications, which shall describe similar and successfully completed jobs. Relevance to the proposed job shall be determined by the Town. The name, address, and telephone number of a contact person involved with each of these projects must be included so that they can be contacted prior to executing a contract.
16. The successful bidder/bidders shall indemnify and hold harmless the Town against any liability arising out of negligent acts, errors, or omissions of the bidder, his employees, or agents.
17. The successful bidder/bidders must agree to fully complete all work by November 30, 2025. It is anticipated that each assignment shall commence as soon as possible upon Notice to Proceed. The approximate project schedule is as follows:

<b>September 15, 2025</b>	<b>Bid Release</b>
<b>September 19, 2025</b>	<b>Non-mandatory pre-bid meeting</b>
<b>September 23, 2025</b>	<b>Deadline for Questions</b>
<b>September 30, 2025</b>	<b>Submission Deadline/Opening</b>

18. If the contractor is delayed in the completion of the work by changes ordered in the work, or by weather conditions, strikes, lockouts, fire, unusual delay by common carriers, or other causes beyond the contractor's control, he shall make a written request for an extension of time within which the contract may be completed. Such a request shall be submitted to the Town not less than ten (10) days before the date on which the work described in the contract is to be completed. Any such extension shall be in writing and signed by the Town's representative.

## BID INSTRUCTIONS AND GENERAL CONDITIONS CONTINUED

19. Upon completion of the project, the contractor shall submit a statement (minus retainage) for payment, which shall be paid within thirty (30) days after approval of the same by the Director of Public Works. Before final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract. Acceptance of such payment by the contractor shall constitute a release of all claims against the Town arising under or by virtue of this contract except such claims, if any, as may be specifically exempted from the operations of the release by the contractor in his statement for payment.
20. The Town shall retain an amount equal to two percent (2%) of the final contract price for one year from the time of contract completion. This retainage shall serve as a one-year guarantee on all work associated with this contract and shall be used to correct any construction deficiencies that may arise for one year following completion of this contract.
21. Before final payment, the contractor shall provide the Town with lien waivers verifying payment to all subcontractors for amounts due, whether for labor performed or materials furnished, when either is associated with this contract.
22. The General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due to any of its subcontractors, whether for labor performed or materials furnished, within 30 days after such labor performed or for materials furnished.
23. The Winchester Director of Public Works or his designee shall perform all construction inspections. The contractor is to notify the Director of Public Works of any discrepancies as they arise and proceed as directed.
24. The Town must be given 24 hours' notice to complete inspection. Notice applies to consecutive Town recognized workdays. Inspectors are not available on weekends and Town approved holidays. Activities requiring Town inspections (i.e. paving, concrete pours, backfilling, etc.) must be accomplished when inspectors are available. It is the contractor's responsibility to verify holidays and no-inspection coverage ahead of time.
25. The contractor agrees that the Town may make changes to the plans for the work that may be deemed necessary during the progress of work. The Town may also change the amount of work to be performed under this contract without invalidating this contract. If any such changes are made, they shall be made by a written change order signed by the Town's representative. If such changes affect work for which a lump sum price is fixed, the written change order shall specify the amount by which the lump sum shall be increased or decreased. If such changes affect work for which a unit price is set, payment for such work shall be based on measured final quantities and not estimated quantities. Final quantities measured shall be based on pay limits as established by the plans and specifications for this contract. There shall be no adjustment of the unit prices if the final measured quantities vary from the estimated quantities.
26. The Town of Winchester may provide horizontal and vertical control on the project. The contractor is responsible for horizontal and vertical layout as may be required for the installation of the improvements.

## BID INSTRUCTIONS AND GENERAL CONDITIONS CONTINUED

27. The "State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819" (July 2024) or the latest revision is hereby made part of the contract documents. Unless otherwise indicated in this Bid Document, "Description," "Materials," "Construction Methods," "Method of Measurement," and "Basis of Payment" for all items shall conform to Form 819 (July 2024) or the latest revision.  
[https://portal.ct.gov/dot/-/media/dot/aec/form-819\\_2024.pdf?rev=cac5c8b2283e41b1aa28abebe40cd311](https://portal.ct.gov/dot/-/media/dot/aec/form-819_2024.pdf?rev=cac5c8b2283e41b1aa28abebe40cd311)
28. The Contractor is responsible for locating all underground utilities by notifying "Call Before You Dig" in compliance with Public Act 77-350 and 81-146.
29. Maintenance and protection of traffic is the Contractor's responsibility. The contractor must meet with the Director of Public Works or his representative prior to the start of any construction activity associated with this project to discuss procedures concerning maintenance and protection of traffic and project construction sequencing.
30. The Contractor shall satisfy all the requirements and conditions as listed in the Specifications section of this Invitation to Bid.
33. The Contractor shall assume all liability for claims resulting from damage or injury associated with this project, including the maintenance and protection of traffic.
31. Should a dangerous or potentially unsafe condition arise affecting pedestrian or vehicular traffic, the Contractor shall immediately stop the project, make every reasonable effort to correct the situation, and notify the Director of Public Works or the police if warranted.
32. The Contractor shall be required to provide certified traffic control personnel to direct traffic when working in the road. The cost of the Winchester Police used for traffic control shall be paid by the Town if the Winchester if Police Department requires uniformed officers be used for a specific street. The Town will be responsible for scheduling PD, Contractor will be responsible for scheduling certified flagger as directed/needed.
33. This contract is subject to the Town of Winchester Local Vendor Preference Ordinance below.
  - A. For all bids and quotes submitted for purchases exceeding the minimum monetary threshold for competitive bidding as set forth in the Town's Charter but less than \$1,000,000, any qualified and registered local vendor who has submitted a bid or quote not more than 5% higher than the lowest qualified bid or quote will be awarded the contract or purchase order, subject to any limiting provision of this chapter, so long as such local vendor agrees to provide the supplies, materials, equipment, commodities and/or services which are the subject of such contract or purchase order at the same price as the lowest qualified bid or quote received. In the event that more than one local vendor submits a bid or quote not more than 5% higher than the lowest qualified bid or quote, the award shall be to that local vendor submitting the lowest qualified bid or quote.

## BID INSTRUCTIONS AND GENERAL CONDITIONS CONTINUED

- B. For purposes of this section, a qualified and registered local vendor is defined as one who maintains a principal place of business located within the Town limits of Winchester by occupying real property in which to conduct such business or by paying personal property taxes on business property to the Town of Winchester. Evidence of the maintenance of such principal place of business may include the ownership or long-term lease of real estate from which the principal place of business is operated or the payment of property taxes on the personal property of the business to be used in the performance of the bid.
  - C. The Town Manager shall prepare a local vendor registration form and shall have it made available to all local businesses. When such form has been properly completed and filed by a local vendor with and approved by the Town Purchasing Agent, such local vendor shall be a qualified and registered local vendor in the Town for the purposes of this section.
  - D. This section shall not apply in any situation where the preference created by this section would violate federal and state law or any existing contracts.
27. Construction layout shall be the responsibility of the Contractor. The Town of Winchester, Department of Public Works will provide Construction Layout services for this contract.

## END OF INSTRUCTIONS AND GENERAL CONDITIONS

## SWORN STATEMENT BY SUCCESSFUL BIDDER

### Title 23. United States Code, Section 112 (f)

Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

PROJECT REFERENCES

Project Name / Details	Contact Info – Name / Email / Phone

(Please attach additional sheets if necessary.)

## NON-COLLUSION AFFIDAVIT

This entire document must be completed, notarized, and attached to your bid proposal. Failure to do so will result in the rejection of your Bid. A separate affidavit must be submitted by each principal of a Joint Venture.

### TOWN OF WINCHESTER SPRING STREET PAVING IN PLACE & RELATED SERVICES (2025)

I, \_\_\_\_\_ acting in behalf of  
(Name of Person Signing Affidavit)

\_\_\_\_\_ of which I am (the) (a)  
(Name of Bidder i.e. Person or Organization)

\_\_\_\_\_ submitting a bid for the above project, certify and affirm in  
accordance (Title)

with Part 635.112 of Title 23, U.S. Code of Federal Regulations, that the

\_\_\_\_\_ has neither directly or indirectly entered into  
(Name of Bidder i.e. Person or Organization)

any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statement made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
(Name of Bidder i.e. Person or Organization)

\_\_\_\_\_  
Signature and Title of Official

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public/Commissioner of the Superior Court

—  
My Commission Expires

### Certificate of Authority

\_\_\_\_\_, certify that I am (the) (a) \_\_\_\_\_ of the  
(Name) (Title)  
organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers

that require the seal; that \_\_\_\_\_, who signed said  
(Name)

instrument on behalf of the Organization was then (the) (a) \_\_\_\_\_  
(Title)

of said Organization, that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

\_\_\_\_\_ (Corporate Seal, if applicable)  
Signature of Certifying Person

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit.

## Standard Insurance Requirements

Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Winchester as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town of Winchester & Winchester Board of Education.

General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Auto Liability (Incl. Hired/Non Owned)	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella	Each Occurrence	\$1,000,000
	(Excess Liability) Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Disease Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The successful proposer will be responsible to provide written notice to the Owner 30 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverages including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability, Auto Liability and Workers Compensation policies. The proposer shall provide the Town with copies of any such insurance policies upon request. Original, completed Certificates of Insurance must be presented to the Town of Winchester & Winchester Board of Education prior to contract issuance. Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies.

## BID PROPOSAL FORMS

The Town of Winchester, herein called the Owner, acting by and through its Town Manager, for Proposed " SPRING STREET PAVING IN PLACE & RELATED SERVICES ".

The Undersigned, as bidder, herein referred to as singular and masculine, declares as follows:

The only parties interested in this BID as Principals are named herein.

This bid is made without collusion with any other person, firm, or corporation, no officer, agent, or employee of the Owner is directly or indirectly interested in this bid.

he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;

He understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;

And he understands that the quantities of work tabulated in this BID or indicated on the drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Director of Public Works.

And he agrees that, if this bid is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the Public Works Department, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Director of Public Works as therein set forth, and that he will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the schedule below.

All entries in the entire BID must be made clearly and in ink. An item left blank will be considered a NO BID for those items. N/A and 0 will also represent a NO BID for an item.

The detailed price breakdown below is to include everything required to complete a roadway milling operation, including but not limited to milling, and transporting and legal disposal of the millings, (Winchester Public Works will receive millings), finish mill around manholes and transitions with start/end/adjacent roads and driveways, hand remove asphalt which cannot be removed by machine, keep road and driveway transitions passable, keep dust down and sweep clean upon completion as necessary and required, with a minimum of Town of Winchester supervision and oversight.

**BID PROPOSAL FORMS CONT.**

<b>Item #1</b>	<b>Spring St - 830'x16.5' - 13,695 sf</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Mill to Base 4"+ (See Item #2)	Square Yards	1,522		
Fine Grade & Compact Process Gravel Base with Additional Aggregate Added to Base (See Item #4)	Square Yards	1,522		
1 Course Class 1 Binder, Pave 2" After Compaction	Tons	168		
1 Course Class 2, Pave 1.5" After Compaction	Tons	126		
<b>Item #2</b>	<b>Remove Asphalt</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Machine Removal & Disposal of Asphalt That is Unable to be Milled or Reclaimed	Square Yards	893		
<b>Item #3</b>	<b>Tack</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Tack Coat	Gallon	1		
<b><i>**Pressurized applied Tack Coat, application rate shall be .05 - .07 gal. per sq. yd. verified by meter**</i></b>				
<b>Item #4</b>	<b>Additional Aggregate to Road Base</b>			
<b>Description</b>	<b>Unit Cost Per Load Picked Up</b>		<b>Total Cost</b>	
Trucking & Additional Aggregate Added to Existing Base of Various Roads	1			
<b><i>The Town of Winchester shall pay the cost of all aggregate materials. The contractor shall provide trucking services to deliver materials to various locations where additional aggregate is required to supplement the existing base material. The cost of grading and compacting the additional material shall be included in the unit price for each item number that requires additional material.</i></b>				
<b>Item #5</b>	<b>Sawcut</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
Sawcut of Bituminous Concrete	Linear Foot	1		
<b>Item #6a</b>	<b>Curb</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	
4" Machine Place Curb	Linear Foot	1' to 50'		
		51' to 250'		
		251' +		
<b>Item #6b</b>	<b>Curb</b>			
<b>Description</b>	<b>Units</b>	<b>Total Units</b>	<b>Unit Cost</b>	
6" Machine Place Curb	Linear Foot	1' to 50'		
		51' to 250'		
		251' +		

# BID PROPOSAL FORMS CONT.

Item #7	Crackseal			
Description	Units	Total Units	Unit Cost	Total Cost
Crackseal	Linear Foot	1		
<b><i>**All Asphalt Joints to be Sealed**</i></b>				
Item #8	Commercial Driveway Apron			
Description	Units	Total Units	Unit Cost	Total Cost
Remove & Replace	Square Yards	240		
<b><i>**Price to Include Saw Cut, Removal, &amp; Compaction. Installed Complete in Place**</i></b>				
Item #9	Traffic Control			
Description	Units	Total Units	Unit Cost	Total Cost
Certified Flagger	Hourly	1		
Item #10	Mobilization			
Description	Units	Distance of Move	Total Cost	
A Movement, A Relocation, A Skip	Feet	1,000' to 2,640'		
	Feet	2,641' to 5,280'		
	Feet	5,280'+		
<b><i>** There Will be no Charge For Initial Move to Town, and Moves Under 1,000' **</i></b>				
Item #11	Raise Basin Tops - LABOR ONLY			
Description	Units	Total Units	Unit Cost	Total Cost
Reset Basin Top	Each	1		
<b><i>All materials Nessesary for Completion Are to be Picked up by Contractor at DPW Yard 189 Rowley St, Winsted CT</i></b>				

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**AGREEMENT**  
**TOWN OF WINCHESTER, CONNECTICUT**  
**SPRING STREET PAVING IN PLACE & RELATED SERVICES (2025)**

THIS AGREEMENT is dated as of the \_\_\_\_ day of October in the year 2025 by and between the Town of Winchester, Connecticut acting by and through the Town Manager, duly authorized therefore, acting herein solely for said Town and without personal liability to the Town, (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).  
OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

**ARTICLE 2 ENGINEER**

The DIRECTOR OF PUBLIC WORKS who is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents, is the Town of Winchester, Public Works Department.

**ARTICLE 3 CONTRACT TIMES**

The Work for each assignment shall commence within ten (10) days, and work shall proceed uninterrupted until complete. The term of this contract shall expire December 31, 2025

**ARTICLE 4 CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stipulated in the CONTRACTOR'S BID attached to this Agreement.

**ARTICLE 5 PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Section 1.09 of the State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819 (July 2024), and in addition, will include quantity sheets. Applications for Payment will be processed by DIRECTOR OF PUBLIC WORKS as provided in the 819.

**5:1** Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on a monthly basis during construction as provided in paragraphs 5.1.1 and 5.2 below. All such payments will be measured by the schedule of values established in the bid documents (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

## AGREEMENT CONTINUED

### ARTICLE 5 PAYMENT PROCEDURES CONTINUED

- 5.1.1** Progress payments will be made in an amount equal to 98 percent of the Work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 1.09.06 of the 819.
- 5.2** Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER except as provided in paragraph 5.3.
- 5.3** Retainage. The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of 2 percent and may expend the same, in the manner hereinafter provided, in making such repairs, corrections or replacements in the Work as the Owner, in its sole judgment, may deem necessary. If at any time within the said period of guarantee (1 year) any part of the Work requires pairing, correction, or replacement, the Owner may notify the Contractor in writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice or, having commenced, fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

### ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1** CONTRACTOR has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the Bidding Documents.
- 6.2** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- 6.3** CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.4** CONTRACTOR has correlated the information known to CONTRACTOR, information, and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 6.5** CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## AGREEMENT CONTINUED

### ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 7.1 Invitation to Bid.
- 7.2 Instructions to Bidders.
- 7.3 CONTRACTOR's Bid.
- 7.4 This Agreement.
- 7.5 State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819 (July 2024).
- 7.6 Details and Specification Sheets herein.
- 7.7 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.
- 7.8 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

### ARTICLE 8 MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the 819 will have the meanings indicated in the 819.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## AGREEMENT CONTINUED

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on October, \_\_\_\_ 2025  
(which is the Effective Date of the Agreement).

### Owner – Town of Winchester

\_\_\_\_\_  
Jim Rollins, Director of Public Works

\_\_\_\_\_  
Attest:

### Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Company Name  
Corporate Seal

### Primary Contact Town of Winchester

\_\_\_\_\_  
Name

\_\_\_\_\_  
Department

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone

### Contractor Address for Giving Notices

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Town, State, Zip Code

Town of Winchester  
NEW VENDOR FORM

Finance Department Use

Vendor #:	_____
Date set up in system:	_____

Business Address

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Primary Contact

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Street, Town, State, Zip Code

\_\_\_\_\_  
Remit To (if different than business address) Street, Town, State, Zip Code

Attached W-9      YES   NO      SAM.GOV - Unique Entity ID \_\_\_\_\_

General Description of Goods & Services Being Purchased

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

W-9

Use the provided link, complete it, and attach it to the submission.

[Form W-9 \(Rev. March 2024\)](#)

# Executive Order No. Three

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

## Executive Order No. Three Continued

III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

## Executive Order No. Three Continued

VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.

IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.

### Executive Order No. Three Continued

4. Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

### Executive Order No. Three Continued

XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order. Dated at Hartford, Connecticut, this 16<sup>th</sup> day of June, 1971

*Thomas J. Meskill*  
Governor

Filed this 16<sup>th</sup> day of  
June, 1971.

*Harry Hammer*  
Secretary Of The State

# Executive Order No. Seventeen

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

**I.** The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

**II.** Every contractor and subcontractor having a contract with the state or any of its agencies,

## Executive Order No. Seventeen Continued

boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

**III.** All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

**IV.** Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

**V.** The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

**VI.** The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

**VII. (a)** The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

**(b)** Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

**VIII.** If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order. Dated at Hartford, Connecticut, this 15<sup>th</sup> day of February 1973. *Thomas J. Meskill*, Governor

## NOTICE TO CONTRACTOR INTERPRETATION OF FORM 819 (July 2024)

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction Form 819 (July 2024) (Form 819) is hereby included in the contract documents and is used as a reference for this project.

### SECTION 1.01 - DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

Under the following Article replace the definitions with the following:

#### Article 1.01.01 — Definitions:

COMMISSIONER: Shall mean the Town of Winchester, Town Manager or his agents.

DEPARTMENT: Shall mean the Town of Winchester.

ENGINEER: Shall mean the Town of Winchester Director of Public Works or his agents.

STATE: Shall mean the Town of Winchester.

TRANSPORTATION MANAGER OF CONTRACTS: Shall mean the Town of Winchester Public Works Director or his agents.

DEPARTMENT'S ASSISTANT DISTRICT ENGINEER: Shall mean the Town of Winchester Public Works Director or his agents.

OWNER: Shall mean the Town of Winchester.

## SUMMARY OF WORK

### 1. Location of Work

- A. The work of this Contract is located in the Town of Winchester, Connecticut along and within paved Town and State roadways and rights-of-way.

### 2. General Requirements

- A. It is the intent of this bid proposal to establish unit prices for reclaiming, milling, grading, and paving of Spring Street within the town of Winchester which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, mobilization, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, to be completed in place, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.
- B. The Contractor shall visit the work and fully inform himself of all existing and controlling conditions with respect to his work, the limitations of space in the work area, and the accessibility to and from the work site.
- C. The Contractor shall develop a plan of operations and a sequence of construction that will address, provide, and maintain an orderly, safe flow of traffic.
- D. The Contractor is solely responsible for means and methods in performance of the work.
- E. The Contractor's plan of construction for sheeting, shoring, bracing, bridging, stabilization or other acceptable means must provide for the safeguard and protection of all existing traffic and facilities. Said plan will be submitted to the Owner and Engineer for information only.
- F. Surplus excavated material shall be properly disposed of off-site at no additional cost to the Owner.
- G. All work shall conform with the manual entitled "State of Connecticut Department of Transportation, standard specifications for roads, bridges, and incidental construction: FORM 819 dated July 2024, or latest revisions thereof. Said reference being incorporated into these specifications and made a part hereof.  
[https://portal.ct.gov/dot/-/media/dot/aec/form-819\\_2024.pdf?rev=cac5c8b2283e41b1aa28abebe40cd311](https://portal.ct.gov/dot/-/media/dot/aec/form-819_2024.pdf?rev=cac5c8b2283e41b1aa28abebe40cd311)
- H. The unit quantities listed on the bid proposal will be used to determine the lowest qualified bidder. All work limits to be marked out in the field by the Engineer. The Director of Public Works' measurement of completed work will determine the final quantity to be paid.
- I. The Town may at its sole discretion, increase or decrease the scope of work for the project. Extra work shall be paid for at the bid unit price for the corresponding items. The price for any items not listed on the bid proposal shall be agreed upon prior to the work being performed. The contractor shall have no claim for damages based upon such variance.
- J. The bidder further understands that the Town reserves the right to order work, in any quantity and under any and/or all of the proposed items, at the unit price bid when it is to the Town's advantage to do so (the Town reserves the right to accept and use more than one bidder).
- K. The Contractor may invoice for monthly progress payments minus 2% retainage.

## SUMMARY OF WORK CONTINUED

### 2. General Requirements Continued

- L. The Contractor shall, as directed, provide and set such stakes, lines, grades or forms as are necessary to properly establish the final grade of the work at his expense. If the Contractor through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense. The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications. During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore, and for the accurate construction of the entire work.
- M. There are no drawings furnished by the Town of Winchester with this bid proposal. Drawings may be or may not be furnished for specific work assignments at a later date.
- N. The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices

### 3. Work Sequence / Maintenance and Protection of Traffic

- A. The Contractor shall develop a suggested sequence of construction addressing how the work shall progress to complete the work in the specified time schedule for the Town's approval. The proposed sequence shall be in accordance with an approved schedule submitted by the Contractor. Should the Town implement an official lane and road closure policy it will become part of this contract.
- B. The contractor shall provide all signs, barricades, lights, flashers, traffic cones, and other items necessary to forewarn and guide vehicular and pedestrian traffic safely through the construction zone and shall be of a number and quality satisfactory to the Engineer and governmental agencies having jurisdiction
- C. The contractor shall provide written notification to the Director of Public Works or his designee of the work scheduled to be performed during the next workweek. The written notification shall include starting location, areas to be worked on, and the anticipated closures. [gcalandra@townofwinchester.org](mailto:gcalandra@townofwinchester.org)
- D. Except as otherwise provided or permitted by the Director of Public Works, the Contractor shall keep all existing streets open to traffic for the full length of the project and shall provide a sufficient number of travel lanes to move that traffic ordinarily using the roadway. The travel lanes shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference to traffic consistent with the proper prosecution of the work
- E. 24-hour notification to the Director of Public Works or his designee of the work scheduled for the following day. The Town will schedule officers for traffic control and notify emergency services of anticipated lane closures for the day. The contractor will notify Litchfield County Dispatch (860) 496-0711 at the end of the shift to give notice that all lanes are open for traffic.

## SUMMARY OF WORK CONTINUED

- F. 1- week notification to the Director of Public Works or his designee of the anticipated road closure for the following week. The closing of any street for any purpose whatsoever shall be for the length of time and subject to the restrictions described in the Contract Documents. No street will be closed without the Contractor having received prior approval from the Director of Public Works or his representative. The Contractor, upon approval, shall notify, at minimum 24 hours in advance, Litchfield County Dispatch (860) 496-0711. LCD will notify emergency services of anticipated road closures for the day. The contractor will again notify LCD at the end of the shift to give notice that all lanes are open for traffic. **\*\*APPLYING TO ROAD CLOSURES ONLY \*CONTRACTOR WILL WAIT TO BEGIN WORK / CLOSURE UNTIL ALL SCHOOL BUSES HAVE GONE THROUGH\*** Refer to section 4D regarding lane closures.
- G. If the Winchester Police Department requires uniformed officers to be used for a specific road, Public Works will schedule them. Should the PD be unable to supply officers for traffic control, it will be the contractor's responsibility to hire a certified flagger. Payment will be measured by the actual hours used for a certified flagger.

### 3. Work Sequence / Maintenance and Protection of Traffic Continued

- H. Should the contractor cancel work for the day, the contractor must notify the Town a minimum of 3 hour in advance to avoid having to pay the Winchester PD's minimum.
- I. Furnish and spread calcium chloride, if necessary, and keep a clean and orderly site to minimize erosion. If necessary, the contractor shall install soil erosion and sedimentation control measures at no additional cost to the contract amount.

### 4. Contractor's Use of Premises

- A. Contractor shall limit the use of roads to the performance of the Work and minimize storage of materials and equipment related to the work. The Contractor shall not park or store any equipment within any travel lane while not actively working, nights, or weekends.
- B. Contractor shall assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site.
- C. If directed by the Owner, Contractor shall move any items which interfere with operations of Owner.
- D. At the discretion of the Owner and should space be available without disrupting Public Works operations, the Contractor may be allowed to use space to store material at the Department of Public Works garage. Otherwise will need to obtain and pay for the use of additional storage or work areas if needed to perform the Work.

## SUMMARY OF WORK CONTINUED

### 5. Prevailing Wage

- A. When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.
- B. In the event that the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project exceeds \$400,000.00 or where the total cost of all work performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project exceeds \$100,000.00 the following shall apply:

The wages paid on an hourly basis to any mechanic, laborer or worker 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 Connecticut 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 City of Danbury. 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. Upon the award of any contract to which the aforementioned prevailing wage rate requirements apply, the Contractor to whom such contract is awarded shall certify, under oath, to the Labor Commissioner the pay scale to be used by such Contractor and any of his subcontractors for work to be performed under such contract.

Rate can be found at the following link - [heavyrates 7-1-2025.pdf](#), [buildingrates 7-1-2025.pdf](#)

### 6. Hours of Work and Limits of Operations

- A. The Contractor is permitted to work Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Any work outside of the hours described above shall require written permission of the Director of Public Works. Extended hours permitted with prior approval.

## Evaluation Criteria

The following criteria will be considered in the evaluation of submissions:

### 1. Experience

- a. Has the proposer been in business for a reasonable period and had actual experience with similar service offerings?
- b. Has the proposer demonstrated that they have an understanding of the work to be completed?

### 2. Quality of Proposed Work

- a. Does the proposer have sufficient staff and contractors/sub-contractors to carry out the terms of the contract for the full duration of the contract without additional changes to the terms of the contract?

### 3. Detailed Response

- a. Has the proposer included all required components of the submission package?
- b. Has the proposer been clear and detailed in their description of the work to be completed and the proposed price?
- c. Has the proposer sufficiently evidenced their ability to provide the desired scope of work?

### 4. Cost Proposal

- a. Has the firm completed all components of the Bidding Forms on pages 16, 17 & 18 of this proposal?

### 5. Timeline

- a. The firm's ability to meet the Town's deadline

### 6. Other Factors

- a. Firm's reputation in the industry.
- b. History of any disciplinary action against such firm.