

Demolition of Detached Garage

NAUGATUCK, CONNECTICUT

Contract No. 12- 15

Request for Proposals

**PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works**

December 2012



BOROUGH OF NAUGATUCK

INVITATION TO BID

Borough of Naugatuck

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street, Naugatuck, CT 06770 until **Friday, December 28, 2012 at 11:00 A.M.** for supplying the Borough of Naugatuck with the following products and services:

Contract No. 12-15 Demolition of Detached Garage 122 Aetna Street, Naugatuck

Immediately following the above time and date sealed proposals will be publicly opened and read at the Town Hall.

The Proposal document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All firms obtaining proposal documents must submit contact information by e-mail to whozer@naugatuck-ct.gov. Contact information must be submitted three days in advance of the bid opening to be considered.

Proposal documents may also be obtained at the Office of the Purchasing Agent upon submission of a non-refundable fee in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$50.00** per set.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all proposals.

The Borough of Naugatuck is an affirmative action/equal opportunity employer. MBE's, WBE's and SBE's are encouraged to apply.

SECTION A

INFORMATION FOR BIDDERS

Borough of Naugatuck

1. Engagement of the Demolition Contractor

The Borough of Naugatuck requests that sealed Proposals be submitted to demolish the residential detached garage located on Edward Street Naugatuck CT the address of the property is 122 Aetna Street, Naugatuck CT 06770.

2. Scope of Services

Detailed Proposals should at a minimum include all work required to demolition the residential detached garage located on Edward Street Naugatuck CT the address of the property is 122 Aetna Street, Naugatuck CT 06770 including the following:

1. The building is currently unsafe to enter it is expected the building must be collapsed and disposed of entirely as asbestos containing materials (ACM).
2. The abatement contractor will separate the work area from the non-work area with caution tape and signs. The contractor shall construct a remote decontamination unit. The contractor shall supply water and equipment to maintain wet methods during demolition and removal work. The contractor shall utilize a suitably sized excavator to carefully demolish the structure.
3. A regulated area shall be established around the perimeter. The Operator of the excavator shall meet the training and respiratory requirements of the US Department of Labor Occupational Safety and Health Administration (OSHA).
4. A contractor that is licensed by Department of Public Health (DPH) as an asbestos abatement contractor shall conduct the removal of the ACM. The contractor must conform to the requirements of 40CFR, Part 61, Subpart M, the asbestos National Emission Standards for Hazardous Air Pollutants, (40 CFR Part61, NESHAP). There shall be no visible emissions from this project.
5. The demolition shall precede with the onsite supervision of a DPH licensed asbestos Project Monitor and the asbestos abatement contractor, so that all known and suspect ACM is appropriately handled. All generated demolition debris shall be disposed of as friable asbestos-containing waste. A licensed project monitor shall inspect the work area for visible residue following completion of the demolition and abatement activity.
6. Workers shall have minimum of 32 hour asbestos training class.
7. The contractor shall have a competent person on site with a 40 hour asbestos supervisor class and licensed by the State of Connecticut Department of Health.
8. The Contractor shall apply for and obtain a State of Connecticut Department of Public Health Alternative Work Practice (AWP) for the Project.

9. All requirements of the CT Department of Public Health Regulations including section 19a-332-5 that are not modified by the (AWP) shall be adhered to.
10. The Contractor shall have a project monitor full time to document the project, run background air samples and perform visual inspections at the completion of the project.
11. The Contractor shall supply required testing and site monitoring with State Licensed Asbestos Contractor.
12. The Contractor shall provide any and all necessary reporting.
13. The Contractor Provide required Notice to adjoining owners, By registered or Certified Mail.
14. The Contractor shall remove all demolition debris and designated asbestos and hazardous Materials from the site.
15. The Contractor shall obtain Borough of Naugatuck demolition permit/permit fees will be \$0.26/\$1000 of cost, the municipal fees will be waived.
16. The Contractor shall include all Mobilization Demolition equipment to the site.
17. Demolition and Removal of structure (the Contractor will be responsible to dispose of all items remaining in the structure)
18. All debris to shall be removed from the site to a DEP Approved disposal location.
19. The foundation may be left in place or removed as required to provide a safe condition.
20. Fill and grade site with suitable material to provide a safe condition.
21. Seed all disturbed areas.
22. The contractor must be a licensed demolition contractor and subcontract required abatement contractors as necessary.
- 23. The contractor shall include all other items necessary to complete entirety of the project in a neat professional manor.**

The Borough of Naugatuck will obtain Shut off notices from all required utilities.

Please direct any and all questions to: James R. Stewart
Naugatuck Public Works Dept.
246 Rubber Avenue, Naugatuck, CT 06770
Tel: (203) 720-7071

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Demolition Contractor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Demolition Contractor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Demolition Contractors, and of persons either directly or indirectly employed by Demolition Contractor, as it is for the acts and omissions of persons directly employed by Demolition Contractor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Demolition Contractor that all sub Contractors and materials have been paid or may require waiver of mechanics' liens from any and all sub Contractors and material men.

The Demolition Contractor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Demolition Contractor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

5. Termination of Contract

If, through any cause, the Demolition Contractor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Demolition Contractor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Demolition Contractor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Demolition Contractor under this document shall, at the option of the Borough of Naugatuck, become its property.

6. Preparation of Proposals

The Proposal must be made upon official Company stationary. The Bidder must provide printed in ink, the prices for all work which he proposes to do. The Company is encouraged to provide unit cost or hourly rates as they see fit. The Contractor shall sign his Proposal. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Company, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

7. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

8. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

9. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by sub Contractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Demolition Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by sub Contractors, the Bidder shall carry regular Demolition Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,050,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by sub Contractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate

coverage of \$2,000,000 for all damages during the policy period.

E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

10. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

11. Compliance with Federal and State Regulations

The Demolition Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

12. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Demolition Contractor, at no additional cost to the Borough.

13. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any proposal, should it deem it to be in the best interest of the Borough.

SECTION B

PROPOSAL

Borough of Naugatuck

Contract No. 12-15 Demolition of Detached Garage 122 Aetna Street, Naugatuck

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. Which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all proposals in whole or in part, including low cost proposal, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the proposals, and may reject any proposal that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

Company Name: _____

Street Address: _____

Town/City: _____

Telephone: _____

Name _____

Signature _____ **Date** _____

SECTION C

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder

CONTRACT AND AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the year 2012,
Between the Borough of Naugatuck, with its principal office and place of business at 229
Church Street, Connecticut 06770, acting herein through it's Mayor and
_____, a Corporation, with an office and place of business at
_____, hereinafter called
the contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings,
promises, and agreements on the part of the other herein contained, hereby undertake,
promise, and agree as follows:

I Definitions

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting
through its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of
like effect or import, used herein shall mean that the direction, requirement, permission,
or allowance of the Borough of Naugatuck Inspector is intended and similarly the words
"approved", "reasonable", "suitable", "proper", "satisfactory", or words of like effect or
import, unless otherwise particular specified herein, shall mean approved, reasonable,
suitable, proper, or satisfactory in the judgment of the Borough of Naugatuck Inspector.

The word "Contractor" shall mean _____ or it's duly authorized
agents.

II Contract Includes

The indices, headings and subheadings are for convenience only and do not form
a part of the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor,
materials, and other services necessary for the completion of this Contract and shall
complete and finish the same in the most thorough, workmanlike, and substantial manner,
in every respect, to the satisfaction and approval of the Borough of Naugatuck Inspector,
in the manner and within the time hereinafter limited, and in strict accordance with the
Advertisement, Information for Bidders, Proposal, General Requirements, Detailed
Specifications, and Addenda hereto attached, and the Contract Drawings herein referred
to, (collectively the "contract documents"), which contract documents are hereby made a
part of this Contract as fully as if the same were repeated at length herein.

Addendum No. ____ Dated: _____ Addendum No. ____ Dated: _____

III Specifications and Contract Drawings Supplementary

The said Specifications and Contract Drawings are intended to supplement each
other, and together constitute one complete set of Specifications and Contract Drawings,
so that any work exhibited in the one and not in the other shall be executed just as if it
had been set forth in both, in order that the work shall be completed in every respect
according to the complete design or designs as decided and determined by the Borough of

Naugatuck Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Borough of Naugatuck Inspector. From time to time during the progress of the work, the Borough of Naugatuck Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

IV Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Borough of Naugatuck Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Borough of Naugatuck Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Borough of Naugatuck Inspector. If such modifications result in a decrease in the cost of work involved, an equitable deduction from the Contract price, to be determined by the Borough of Naugatuck Inspector, shall be made. The Borough of Naugatuck Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Borough of Naugatuck Inspector in writing and sent to the Contractor.

V Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Borough of Naugatuck Inspector shall be final and binding on the Contractor, and all directions and explanations required to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Borough of Naugatuck Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck Inspector. The effect of such corrections shall date from the time that the Borough of Naugatuck Inspector gives due notice thereof to the Contractor.

VI Borough of Naugatuck Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Borough of Naugatuck Inspector in all such matters shall be final and binding upon the parties thereto.

VII Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Borough of Naugatuck Inspectors, inspectors, or agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Borough of Naugatuck Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Borough of Naugatuck Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Borough of Naugatuck Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

VIII Address of Contractor

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

IX Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ

only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at it's own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

The Contractor shall, upon full completion of the work described in this Contract, provide to Owner proof that all materials, hazardous or otherwise, have been disposed of in a safe and proper manner, in accordance with all application state and federal laws.

X Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

XI Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

XII Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Borough of Naugatuck Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Borough of Naugatuck Inspector and who shall not be changed, except with the consent of the Borough of Naugatuck Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Borough of Naugatuck Inspector shall notify the Contract in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

XIII Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

XIV Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the

progress of the work and not fully covered herein, the Specifications shall be interpreted by the Borough of Naugatuck Inspector to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

XV Materials and Manufactured Articles

All materials and workmanship shall be subject to the approval of the Borough of Naugatuck Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior or low grade material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

XVI Unnoticed Defects

The inspection of the work and materials by the Borough of Naugatuck Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Borough of Naugatuck Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Borough of Naugatuck Inspector.

XVII Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Borough of Naugatuck Inspector, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

XVIII Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

XIX Subcontracting

The Contractor shall not utilize the services of any subcontractors for the described work without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to

give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

XX Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

XXI Coordination With Other Contractors and Utilities

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist, the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

XXII Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 9, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

XXIII Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

XXIV Defense of Suits

The Contractor shall indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgments regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

XXVI Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise,

to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

XXVII Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Borough of Naugatuck Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Borough of Naugatuck Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered.

XXVIII Payment

Upon satisfactory completion of the work described in this Contract, as determined by the Borough of Naugatuck Building Inspector and evidenced in a written statement, The Owner agrees to pay the Contractor the price stipulated in the Proposal attached hereto.

XXIX Guarantee

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

XXX Repairs for One (1) Year

And it is further agree that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for, any part of the work done under this Contract shall be deemed by the Borough of Naugatuck Inspector to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to

the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

XXXI Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within Forty five (45) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXII, "Extension of Time".

The above calendar days includes time for the Contractor to obtain approval of a Erosion and Sediment Control Plan, as applicable.

XXXII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

XXXIII Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXI, or within the extension of time he may be granted as provided in Article XXXII, the sum of Two Hundred Dollars (\$200.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXIV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

XXXV Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

XXXVI Arbitration

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory negotiation paragraph of this contract shall be determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a pane of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

XXXVII Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the work considered by the Borough of Naugatuck Inspector as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

XXXVIII Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Borough of Naugatuck Inspector are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

XXXIX Contractor's Wage Certification Form

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

XXXX Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Borough of Naugatuck Inspector or other representatives of the Owner, and such statements shall not be effective

or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

XXXXI Final Estimate Constitutes Release

It is agreed that acceptance by the Contractor of the payment made, under the provisions of Article XXVIII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

XXXXII Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Borough of Naugatuck Inspector shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXIX (Guarantee) and XXX (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Borough.

XXXXIII Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed
in the presence of

Borough of Naugatuck
Mayor

(Duly Authorized)
Contractor

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ of the Corporation named as Contractor in the within bond; that _____, who signed the said bond on behalf of the Contractor was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate
Seal)

Title



BOROUGH OF NAUGATUCK

OFFICE OF THE BUILDING INSPECTOR

DEMOLITION PERMIT APPLICATION

Date: _____

Check No.: _____

Permit No.: _____

Job Location Address: _____

Owner's Name: _____

Address: _____

Town: _____

State: _____ Zip: _____

Phone: _____

Work Phone: _____ Fax: _____

Contractor: _____

License No.: _____

Address: _____

Town: _____ State: _____ Zip: _____

Phone: _____ Work Phone: _____ Fax: _____

Describe work to be performed: _____

Estimate cost of Demolition: _____

HARD COPIES REQUIRED BEFORE A PERMIT CAN BE ISSUED

- C.G.S. 29-406: Certificate of Insurance --specifying demolition purposes. Bodily Injury Liability 100,000/Person -- 300,000/ Aggregate Property Damage 50,000/Accident -- 100,000/Aggregate Note on Insurance: Naugatuck and Agent's held harmless from any claim arising out of negligence in course of demolition operations
- C.G.S. 29-406: Certificate of Notice by all public utilities U.I., SCGC, Regional Water, Communications
- C.G.S. 29-406: Current valid certificate of registration: Type A Type B where applicable
- C.G.S. 29-406: Nirely (90) day waiting period -- note: historical building
- C.G.S. 29-407: Notice to adjoining owner. By registered or certified mail received
- C.G.S. 8-3: Zoning C.G.S. 29-263: Fire Marshal
- C.G.S. 29-408: Fencing required? C.G.S. 29-413: Fill to grade
- C.G.S. 29-412: Disposal of debris? Sidewalk Shed?
- BOCA-107-6: Site plan, required PA 95-277: Workman's Compensation

I certify that I am the owner of record of the named property or that the proposed work is authorized by the owner of record and/or I have been authorized to make this application as an authorized agent, we agree to conform to all demolition applicable laws, regulations and ordinances. All information contained within is true and accurate to the best of my knowledge and belief.

REQUIRED SIGNATURE OF OWNER & CONTRACTOR:

Owner (print): _____ Estimated Cost \$ _____

Owner (signature): _____ State Educ. Fee \$ _____

Contractor (print): _____ Permit. Fee \$ _____

Contractor (signature): _____ Inspection Fee \$ _____

Total Fee \$ _____

Building Official: _____



**BOROUGH OF NAUGATUCK
BUILDING DEPARTMENT**
229 Church Street • Naugatuck, CT 06770 • (203) 720-7035

October 31, 2012
In Hand Service / Posted on Site

To: Ismael Rivera Jr.
39 Philo Curtis Road
Sandy Hook, CT 06482

Re: 122 Aetna Street Naugatuck, Connecticut (Rear Detached Garage)

**STATE BUILDING CODE §116
NOTICE OF IMMINENT DANGER, ORDER DEMOLISH UNSAFE STRUCTURE**

Dear: Ismael Rivera Jr.

On October 30, 2012 an inspection was conducted of the premises located at 122 Aetna Street Naugatuck, Connecticut for the purposes of determining compliance with the State Building Code as amended and the applicable referenced standards, adopted pursuant to the Connecticut General Statutes §29-252. The Code and said standards are available for your inspection at this office. The inspection revealed the following condition(s) in violation of the State Building Code which present an **IMMINENT DANGER** of failure or collapse of the premises, and endanger the life of the occupant(s) therein :

1. The wall of the structure facing Edward Street has suffered wind damage that has exposed the rotted structural members of the building. The wall is unstable and is in danger of collapsing.
2. The roof over the right side garage door has collapsed and poses a danger to persons using Edward Street.
3. Pieces of the detached garage have been blowing off the structure and landing in Edward Street an in the brook adjacent to the roadway. At this time Edward Street has been closed to traffic until the structure is demolished.

PURSUANT TO STATE BUILDING CODE §116, THIS STRUCTURE IS HEREBY DEEMED UNSAFE AND ITS FURTHER OCCUPANCY PROHIBITED BY THE BUILDING OFFICIAL. ALL OCCUPANTS ARE HEREBY ORDERED TO IMMEDIATELY VACATE THE SUBJECT BUILDING OR STRUCTURE. UNTIL FURTHER NOTICE, IT SHALL BE UNLAWFUL FOR ANY PERSON TO ENTER SUCH PREMISES EXCEPT UPON PERMISSION GRANTED BY THE BUILDING OFFICIAL; WHICH MAY BE GRANTED FOR THE PURPOSES OF MAKING REQUIRED REPAIRS OR DEMOLISHING THE PREMISES.

You are here by ordered to demolish the detached garage within 48 hours from receipt of this order and fence the property around the garage to prevent access to the site.

The Borough of Naugatuck is prepared to demolish the structure in the event you do not respond with in the stipulated time frame. All costs accrued by the municipality will be billed to you and liens will be placed on the property by the Borough of Naugatuck.

Please note that the correction of certain violations may require proper permits and approval from the Building Official and other local agencies prior to any construction.

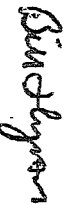
Notice of Imminent Danger, Order to Vacate and Posting of Unsafe Structure re: 122 Aetna Street, p. 2

You are hereby notified that you have the right to appeal this order pursuant to Connecticut General Statutes §29-266(b) to the municipal board of appeals or Connecticut General Statute §29-266(c) in the absence of a municipal board of appeals. Variations or exemptions from the State Building Code may be granted by the State Building Inspector where strict compliance with the code would entail practical difficulty or unnecessarily hardship, or is otherwise adjudged unwarranted pursuant to Connecticut General Statutes §29-254(b), provided that the intent of the law shall be observed and public welfare and safety be assured. Any application for a variation or exemption or equivalent or alternate compliance shall be filed with the local Building Official.

This is the only order you will receive. Be advised that if the Owner cannot be located, or refuses or is unable to expeditiously make the building or structure safe per order, the Building Official may order the employment of necessary labor and materials needed to make the premises temporarily safe up to and including demolition and recover the costs against the Owner as provided at law, pursuant to Connecticut General Statute and State Building Code §116.4 and §116.5. The Building Official is further authorized to prosecute any violation of this order by requesting that legal counsel of the Jurisdiction, or the Office of the State's Attorney, institute the appropriate proceeding at law. Any person who is convicted in a court of law of violating any provision of the State Building Code or for failure to comply with the written order of a building inspector for the provision of additional exit facilities in a building, the repair or alteration of a building or the removal of a building or any portion thereof shall be fined not less than two hundred not more than one thousand dollars or imprisoned not more than six months or both per State Building Code §113.3 and Connecticut General Statutes §29-254a and §29-394.

This office seeks and anticipates your cooperation, and looks forward to working with you in the interest of building and life safety for a timely resolution of this serious matter. If you have any questions, please feel free to contact this office at 203-720-7035.

Sincerely,



Bill Herzman
Building Official
Borough of Naugatuck

cc: Ed Carter

DANGER

This Structure Is Declared Unsafe
For Human Occupancy or Use.
It Is Unlawful For Any Person To
Use or Occupy This Building
After 10/30/12

Any Unauthorized Person Removing This Sign

WILL BE PROSECUTED

122 ACTIVA ST

Address of Building

Birth

Code Official

Code Buildm

Art. 1

Sec. 116.1

Date 10/30/12

Refer to Ordinance No. _____

UNSAFE Structure

Structure shall be REMOVED





















