

AMERICAN PAVEMENT SPECIALISTS, LLC

20 Shelter Rock Ln.
DANBURY, CT 06810

203 792 4800

americanpavement1992@gmail.com

July 14, 2022
Town of Wilton
238 Danbury Rd.
Wilton, CT 06897
Public Works Dept.

Dear Frank,

First, we would like to thank you for your continued business. We understand this has been extremely challenging for the past two years and we appreciate your continued faith in us for all your paving needs.

Because of the oil market's continued unpredictability, our suppliers have urged us to include an escalation clause when bidding all work. Escalation is based on the asphalt index which posts daily/weekly and is calculated as follows:

Class 2 or S 0.375 escalation: (Current Liquid price minus 732.5) times .06

Class 1 or S 0.5 escalation: (Current Liquid price minus 732.5) times .05

Curb mix escalation: (Current Liquid price minus 732.5) times .07

Class 4 or S 1.0: (Current Liquid price minus 732.5) times .045

Liquid price is based on Asphalt Weekly Monitor as published by Poten & Partners, Inc (PG64-22 NewHaven), English units.

In February 2021 base price was listed at 427.50 per English ton.

As of 07/08/2022 the index lists 732.50 per English ton which is an increase of \$18.30 per ton for asphalt materials alone.

Keep in mind a couple of things, \$115.00 pricing goes back 3 seasons. This year along with the escalation of asphalt materials, we are forced to add some additional costs such as fuel, labor, supplies, insurance, bonding etc. Historically, American Pavement Specialists has been able to absorb most price fluctuations for our large customers but obviously this year is different.

Therefore the 2022 price is \$135.00 per ton plus escalation + or -.

Again, we thank you for your business and look forward to working with you during the 2022 season.

Sincerely,



Bill Stanley Jr.

ASPHALT WEEKLY MONITOR
 Poten & Partners, Inc
 East Coast Market - New England, New Haven, Connecticut



2021	Effective Period		Average Price PG64-22 New Haven				Average Price PG64-28 Boston	
	posted date	From	To	low	high	english	metric	english
1/4/2021	12/26/2020	1/1/2021	\$415.00	\$440.00	\$427.50	\$471.23	\$495.00	\$545.64
1/12/2021	1/2/2021	1/8/2021	\$415.00	\$440.00	\$427.50	\$471.23	\$495.00	\$545.64
1/20/2021	1/9/2021	1/15/2021	\$415.00	\$440.00	\$427.50	\$471.23	\$495.00	\$545.64
1/27/2021	1/16/2021	1/22/2021	\$415.00	\$440.00	\$427.50	\$471.23	\$507.50	\$559.42
2/2/2021	1/23/2021	1/29/2021	\$415.00	\$440.00	\$427.50	\$471.23	\$507.50	\$559.42
2/11/2021	1/30/2021	2/5/2021	\$425.00	\$450.00	\$437.50	\$482.26	\$512.50	\$564.93
2/16/2021	2/6/2021	2/12/2021	\$425.00	\$450.00	\$437.50	\$482.26	\$512.50	\$564.93
2/22/2021	2/13/2021	2/19/2021	\$425.00	\$450.00	\$437.50	\$482.26	\$512.50	\$564.93
2/27/2021	2/20/2021	2/26/2021	\$440.00	\$450.00	\$445.00	\$490.52	\$512.50	\$564.93
3/9/2021	2/27/2021	3/5/2021	\$440.00	\$460.00	\$450.00	\$496.04	\$522.50	\$575.95
3/17/2021	3/6/2021	3/12/2021	\$440.00	\$460.00	\$450.00	\$496.04	\$522.50	\$575.95
3/23/2021	3/13/2021	3/19/2021	\$440.00	\$460.00	\$450.00	\$496.04	\$522.50	\$575.95
4/1/2021	3/20/2021	3/26/2021	\$450.00	\$480.00	\$465.00	\$512.57	\$522.50	\$575.95
4/5/2021	3/27/2021	4/2/2021	\$450.00	\$480.00	\$465.00	\$512.57	\$522.50	\$575.95
4/12/2021	4/3/2021	4/9/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$527.50	\$581.46
4/19/2021	4/10/2021	4/16/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$527.50	\$581.46
4/27/2021	4/17/2021	4/23/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$527.50	\$581.46
5/5/2021	4/24/2021	4/30/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$527.50	\$581.46
5/5/2021	5/1/2021	5/7/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
5/18/2021	5/8/2021	5/14/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
5/26/2021	5/15/2021	5/21/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
6/2/2021	5/22/2021	5/28/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
6/8/2021	5/29/2021	6/4/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
6/14/2021	6/5/2021	6/11/2021	\$460.00	\$490.00	\$475.00	\$523.59	\$542.50	\$598.00
6/22/2021	6/12/2021	6/18/2021	\$470.00	\$510.00	\$490.00	\$540.13	\$555.00	\$611.78
6/29/2021	6/19/2021	6/25/2021	\$470.00	\$510.00	\$490.00	\$540.13	\$555.00	\$611.78
7/7/2021	6/26/2021	7/2/2021	\$470.00	\$510.00	\$490.00	\$540.13	\$555.00	\$611.78
7/13/2021	7/3/2021	7/9/2021	\$470.00	\$500.00	\$485.00	\$534.62	\$555.00	\$611.78
7/19/2021	7/10/2021	7/16/2021	\$485.00	\$510.00	\$497.50	\$548.39	\$562.50	\$620.04
7/26/2021	7/17/2021	7/23/2021	\$485.00	\$510.00	\$497.50	\$548.39	\$562.50	\$620.04
8/2/2021	7/24/2021	7/30/2021	\$485.00	\$510.00	\$497.50	\$548.39	\$562.50	\$620.04
8/11/2021	7/31/2021	8/6/2021	\$485.00	\$510.00	\$497.50	\$548.39	\$562.50	\$620.04
8/16/2021	8/7/2021	8/13/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$562.50	\$620.04
8/23/2021	8/14/2021	8/20/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$562.50	\$620.04
8/31/2021	8/21/2021	8/27/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$562.50	\$620.04
9/7/2021	8/28/2021	9/3/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
9/13/2021	9/4/2021	9/10/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
9/22/2021	9/11/2021	9/17/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
9/27/2021	9/18/2021	9/24/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
10/7/2021	9/25/2021	10/1/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
10/12/2021	10/2/2021	10/8/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
10/19/2021	10/9/2021	10/15/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
10/25/2021	10/16/2021	10/22/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
11/1/2021	10/23/2021	10/29/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$562.50	\$620.04
11/8/2021	10/30/2021	11/5/2021	\$480.00	\$515.00	\$497.50	\$548.39	\$587.50	\$647.60
11/15/2021	11/6/2021	11/12/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$587.50	\$647.60
11/22/2021	11/13/2021	11/19/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$587.50	\$647.60
11/29/2021	11/20/2021	11/26/2021	\$485.00	\$515.00	\$500.00	\$551.15	\$587.50	\$647.60
12/6/2021	11/27/2021	12/3/2021	\$500.00	\$525.00	\$512.50	\$564.93	\$625.00	\$688.94
12/14/2021	12/4/2021	12/10/2021	\$500.00	\$525.00	\$512.50	\$564.93	\$625.00	\$688.94
12/20/2021	12/11/2021	12/17/2021	\$500.00	\$525.00	\$512.50	\$564.93	\$625.00	\$688.94
1/3/2022	12/18/2021	12/24/2021	\$500.00	\$525.00	\$512.50	\$564.93	\$625.00	\$688.94
1/3/2022	12/25/2021	12/31/2021	\$500.00	\$525.00	\$512.50	\$564.93	\$625.00	\$688.94

**AGREEMENT
BETWEEN TOWN OF WILTON
AND AMERICAN PAVEMENT SPECIALIST, LLC
FOR THE BITUMINOUS CONCRETE ROAD PAVING PROGRAM
WITHIN THE TOWN OF WILTON, CONNECTICUT**

This Agreement entered into this 31 day of March, 2021, by the Town of Wilton, hereinafter, collectively, referred to as "Town", acting by and through Lynne Vanderslice, its First Selectwoman, duly authorized, and American Pavement Specialist, LLC; a corporation organized and existing under the laws of the State of Connecticut, acting herein by, Colleen Stanley, Its managing member duly authorized, hereinafter called the "Contractor".

WITNESSETH: That the Town and Contractor, for the consideration hereinafter named, agree as follows.

ARTICLE 1 WORK TO BE DONE AND PAYMENT SCHEDULE

The Contractor shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind required to perform and complete in the most substantial and workmanlike manner, the project generally identified and shown on: **Construction Contract Documents entitled "Bituminous Concrete Road Paving Program"** (hereinafter the Project) in accordance with the General Provisions, the special specifications and conditions of contract, materials of construction, and payment items, and all requirements of the Contract Documents as defined herein.

Upon the completion of the Bituminous Concrete installation, this is based on a unit price of **\$115.00 per ton**. The total estimated tonnage of asphalt to be installed is **25,000 tons**. The total estimated contract sum is **\$2,875,000**. If, during the course of work, the Contractor concludes that more than **25,000 tons** will be required, then the Contractor shall consult with the Director of Public Works as to whether or not the Town will accept a change order request. The contract sum will not exceed **\$2,875,000** unless the Town has approved a change order request.

The Contractor will submit invoices, together with supporting documentation described below (e. g., weigh slips) periodically as the work progresses in accordance with a work schedule delivered by the Town. The work schedule will divide the project into two approximately equal phases (Phase 1 and Phase 2) such that the estimated contract sum of each Phase shall not exceed **\$1,500,000.00**. Each Phase shall be broken down into appropriate groupings of roads and/or sections of roads. Payments will be due within thirty (30) days after receipt by the Town's Finance Department of each invoice bearing indicia that the Department of Public Works has approved the completion of the work for the applicable group/section of roads.

ARTICLE 2 ADMINISTRATIONS BY TOWN

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

ARTICLE 3 DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include this written document, including all bonds and insurance certificates; the Town of Wilton, Department of Public Works General Specifications; technical and special specifications; and all provisions required by law to be inserted in the contract, whether actually inserted or not.

ARTICLE 4 EXAMINATION OF DOCUMENTS AND SITE

The Contractor confirms that he or she has carefully examined all the Contract Documents, together with the site of the Project, as well as its surrounding territory; it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site; that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual site and has not relied upon the estimates or records of the Town; and that it will make no claim against the Town by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the Town, or for costs incurred as a result thereof.

ARTICLE 5 DATE OF COMPLETION

The Contractor further agrees that it will begin the work herein described within ten (10) days of the effective date hereof, unless written instruction to the Contractor is given to begin at a different date. The Contractor shall prosecute the same so that the Project shall be entirely completed no later than **June 30, 2022**.

No extension of the contract beyond this date of completion shall be effective unless in writing signed by the Director of Public Works or his designated representative and approved by the Town. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Town.

ARTICLE 6 ALTERATIONS AND OMISSIONS

The work shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the Town exceeding the consideration named in Article 1.

The Town reserves the right, at any time during the progress of the work hereunder, to alter the plans therefore or omit any portion of the work as it deems to be in the interest of the Project. In such event allowances for additions and/or deductions to the total contract cost listed in the proposal will be made commensurate with such changes in the scope or extent of the work. Any such action by the Town shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of work contemplated in the proposal and as built.

ARTICLE 7 CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the Director of Public Works determines that, from any cause not foreseeable at the time of this Contract, the scope of work contemplated hereunder should be altered to provide for changes, deletions, contingencies, or additional or extra work, he may issue a Change Order to the Contractor who shall forthwith commence the work necessary to comply with the specifications of such Change Order. No extra work shall be commenced or undertaken nor shall any be deleted until the Director of Public Works has issued and signed a written Change Order in the Town's standard form.

Payment for any unforeseen work and/or changes shall be made as provided for in the Specifications.

ARTICLE 8 NO COLLUSION OR FRAUD

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the Town, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Code of Ethics of the Town of Wilton.

ARTICLE 9 PAYMENT OF QUANTITIES PLACED

As the work progresses in accordance with the Contract and in a manner that is satisfactory to the Town, the Town hereby agrees to make payments to the Contractor therefore, based upon the quantities in place and invoiced. Bituminous Concrete weigh slips will be submitted with all invoices to verify quantities prior to payment.

Payment shall be made only after acceptance of the work performed hereunder, approval of the final determination of such work by the Director of Public Works. The Director of Public Works' or his representative or the Consulting Engineer shall approve invoices submitted by the Contractor.

The Contractor agrees that it shall at once remove from the site at its own expense all work or material which may be rejected by the Town and replace the same with work or material satisfactory to the Town. All work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 14

PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

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

ARTICLE 15

LAWS, PERMITS, AND LICENSES

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

ARTICLE 16

SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director of Public Works.

ARTICLE 17

INSURANCE, BONDS AND INDEMNIFICATION

The Contractor agrees to obtain at its own cost and expense all insurance required by the Contract Documents and to keep the same in continuous effect until the Director of Public Works indicates the termination of the Contractor's responsibilities hereunder. Before commencing the work, the Contractor shall furnish the Town a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Town. Each insurance certificate shall be endorsed to name the Town of Wilton as an additional insured party and shall provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination of or any change in the policy. No change shall be made without the prior written approval of the Town Counsel.

The Contractor expressly agrees to at all times indemnify, defend and save harmless the Town of Wilton, and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggravement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly

employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

INSURANCE DETAILS

CONTRACTOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM THE AWARD OF THE CONTRACT.

A. Minimum Limits of Insurance

Contractor shall maintain minimum limits of insurance as follows:

1. **General liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers liability:** Workers compensation limits as required by the labor code of the State of Connecticut and Employees liability limits of \$500,000 per accident.
4. **Contractual Liability:** \$1,000,000 combined single limit per occurrence and aggregate for bodily injury personal injury and property damage applying to the indemnity agreement which is part of the written contract.
5. **Umbrella;** \$5,000,000.

B. Deductibles and Self Insurance Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either: the insurer may reduce or eliminate such deductibles or self-insured retentions as respects Town, its officers, officials, employees and volunteers; or the Contractors shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability Coverages

- a. Town, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on the behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.
- b. Comprehensive Auto Liability Coverage applies to all automobiles owned, leased, hired or borrowed by the Contractor.
- c. The Contractor's insurance coverage shall be primary insurance as respects Town, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officers, officials, employees or volunteers.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.

2. Workers Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees or volunteers for losses arising from Work performed by the Contractor for the Town.

3. All Coverages.

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage

Contractor shall furnish Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before The Work

commences. Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

G. Hold Harmless

The Contractor shall save, keep, and hold harmless Town, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that shall at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing The Work which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any Subcontractor. Town will not be held liable for any accident, loss or damage to The Work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with the limits to be established by Town.

H. Indemnification

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

BONDS

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

- A. **PAYMENT (LABOR AND MATERIAL) BONDS.** A bond or bonds in the amount of the contract which shall be binding with a surety or sureties satisfactory to the Town, for the protection of persons supplying labor or materials in the prosecution of the work provided for in this Contract.
- B. All bonds shall be submitted to the Department of Public Works for review at least five days prior to the scheduled signing of a contract. No work on the contract shall commence until such bond has been properly completed, submitted and approved as to form and amount. Notwithstanding, the Town will accept: (1) separate bonds, each in the amount of \$1,500,000, prior to commencement of

work on Phase 1 and Phase 2, respectively; or (2) a bond in the amount of \$1,500,000 prior to commencement of work on Phase 1 followed by a renewal or reaffirmation thereof issued by the surety prior to commencement of work on Phase 2.

ARTICLE 18 SUBCONTRACTING

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

ARTICLE 19 PREVAILING WAGE

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes Section 31-53(a)(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

ARTICLE 20 PREFERENCE TO STATE RESIDENTS

The following clause is included in this Contract pursuant to Connecticut General Statutes Section 31-52a. In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available then to residents of other states.

ARTICLE 21 GENERAL PROVISIONS

- A. This Contract shall be deemed binding only to the extent that money is available and appropriated to the Town for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Town beyond such moneys as are properly made available and appropriated for the Project.

- B. The relationship of the Contractor to the Town is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Town by reason hereof and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, workers' compensation

coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- C. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order which it may enter into in furtherance of the work contemplated hereunder.
- D. No member of the governing body of the Town, and no other officer, employee, or agent of the Town, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the Town of Wilton; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in Connecticut state courts.
- F. The Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the Town of Wilton, and shall commit no trespass on any private property in performing any of the work embraced herein.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.
- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Town: Town of Wilton
First Selectwoman
Town Hall, 238 Danbury Road
Wilton, Connecticut 06897

With a copy to: Town of Wilton
Director of Public Works
Town Hall Annex, 238 Danbury Road
Wilton, Connecticut 06897

To the Contractor: American Pavement Specialist, LLC
79 Cross Street
Danbury, CT 06810

K. Contractor represents that it is a Connecticut corporation in good standing and is licensed to do business in the State. Further, Contractor represents that it has the experience, equipment, labor force and skill to perform the work set out herein.

L. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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TECHNICAL SPECIFICATIONS

BITUMINOUS CONCRETE

For purposes of these Technical Specifications, "Engineer" means the Director of Public Works, the Town Engineer or a consulting civil engineer designated by the Town.

DESCRIPTION:

Work shall be the construction of Bituminous Concrete pavement of the class specified on the contract documents and placed on the prepared base course, or upon the prepared surface of an existing pavement or upon the prepared surface of an existing pavement which has been brought to proper grade and cross section by prescribed means. This work shall be performed in accordance with these specifications and in conformity with the line, grade, compacted thickness and typical cross section shown on the plans, or contract drawings or as ordered by the Engineer

MATERIALS:

The materials for the Bituminous Concrete mixture, the sources of supply, formula for mix, mix tolerances, approval of mix formula and the control of the mixture shall conform to the requirements of Section M.04 of the State of Connecticut Department of Transportation (ConnDOT) "Standard Specifications for Roads, Bridges, and Incidental Construction" Form 816.

The tack coat to be used on all cold joints shall conform to the requirements of Section M.04 of these specifications (FORM 816).

PERFORMANCE GRADED ASPHALT BINDERS - The Asphalt Binder shall be a Performance Graded Asphalt Binder (PGAB) which meets the specification requirements of AASHTO Provisional Standard MPI and AASHTO PP-6. Acceptance of the PGAB will be in accordance with AASHTO PP26-96 (June 1996) "Standard Practice For Certifying Suppliers of Performance Graded Asphalt Binders". PGAB shall be provided by an Approved Supplier (AS) under the Approved Supplier Certification (ASC) system.

CONSTRUCTION EQUIPMENT

The methods employed in performing the work and all equipment, tools, machinery and plant used in handling materials and executing any part of the work shall be subject to the approval of the Engineer before the work is started, and whenever found unsatisfactory, it shall be changed and improved as required by the Engineer. All equipment, tools, machinery and plant used must be maintained in a satisfactory working condition.

MEASUREMENT:

Bituminous Concrete will be measured by the number of tons of compacted mixture placed in the accepted work. Each delivery vehicle supplying bituminous mixtures shall be accompanied by a delivery ticket indicating the tons of mixture being delivered to the work site. The tonnage on the ticket shall be determined either by recorded batch weights, or truck scale weights. Other information such as tare weights, plant and mix identification, project identification, and time and date shall be provided on the delivery tickets. The Contractor will submit Bituminous Concrete weigh slips with invoice.

PAYMENT:

Subject to the provisions above, the work will be paid for at the contract unit price bid per ton for Class 2 Bituminous Concrete and thickness specified, completed and accepted in place, which price shall include all materials, equipment, tools, labor and work incidental to or necessary for the completion of the item. The placement and materials of the asphalt emulsion tack coat shall be included in the cost of the "Bituminous Concrete".

MILLING

DESCRIPTION:

This work shall consist of the milling, removal and disposal of existing bituminous concrete pavement in conjunction with the installation of a bituminous concrete overlay. It shall be performed in accordance with these specifications and in conformity with the line, grade, typical cross-section and details shown on the plans.

EQUIPMENT

Milling Equipment:

The equipment for milling the pavement surface shall be designed and built for milling flexible pavements. It shall be self propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the existing bituminous concrete pavement to the line, grade, typical cross-section and details shown on the plans or as ordered by the Director of Public Works.

The machine shall be capable of operating at a minimum speed of 10 feet per minute and be able to provide a 0 to 3 inch deep cut (minimum) in one pass. It shall be designed so that the operator can at all times observe the milling operation without leaving the control area of the machine.

When milling smaller areas or areas where it is impractical to use the above described equipment, the use of a smaller or lesser equipped milling machine may be permitted when approved by the Director of Public Works.

BASIS OF PAYMENT

Payment for milling is included in the cost of "Bituminous Concrete".

HANDWORK BITUMINOUS CONCRETE

DESCRIPTION:

This work shall consist of placing and compacting to the thickness specified a surface course of Bituminous Concrete at areas designated by the Director of Public Works where machine laid asphalt is impractical. This in general will consist of driveway apron work required to match the newly placed road asphalt overlay, runoff swales, etc.

MATERIALS:

Materials shall conform to those described under "Bituminous Concrete"

CONSTRUCTION METHODS:

The driveway apron sub-base surface shall be prepared and graded prior to the hand placement of asphalt. Asphalt grading shall be done in such a manner as to provide a smooth transition from the driveway to the road and to prevent surface runoff from the road being directed into the driveway. A self propelled roller of at least 5 tons will be used for the compaction of the asphalt to the thickness specified.

BASIS OF PAYMENT

Payment for this work shall be at the same cost per ton as for "Bituminous Concrete".

BITUMINOUS CONCRETE CURBING

DESCRIPTION:

Bituminous concrete curbing shall consist of machine laid bituminous concrete, constructed on the pavement to either a 4" or 6" height, or as ordered, and in conformity with the State DOT standard specifications (Form 816).

MEASUREMENT:

This work will be measured for payment by the actual tonnage bituminous concrete curbing placed and accepted.

PAYMENT:

Payment for this work shall be at the same cost per ton as for "Bituminous Concrete".

IN WITNESS HEREOF, this Agreement has been executed by the Town, acting by and through its First Selectwoman, and the Contractor has duly executed this Agreement on the day and year first above written.

TOWN OF WILTON

By *Lynne Vanderslice*
Lynne Vanderslice
First Selectwoman, Duly Authorized

AMERICAN PAVEMENT SPECIALIST, LLC

Signature *Colleen Stanley*
Name *Colleen Stanley*
Title *managing member*

{Signature page to Road Paving Agreement}