

December 5, 2022
REPLACEMENT OF BRIDGE NO. 68-002, 68-003 & 68-009
STATE PROJECT NO. 9068-0002, 9068-0003
& 9068-0009
TOWN OF KILLINGLY

ADDENDUM NO. 1

BID DOCUMENTS

REVISED SECTION III – GENERAL CONDITIONS

The following bullet 42 under Section III - General Conditions supersedes the original language in the Contract:

42. PAYMENT TO THE CONTRACTOR:

Pursuant to CGS Section 46a-68d, if the contract value of the project is in excess of \$50,000.00, then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the CHRO an Affirmative Action Plan (AAP). The Town shall withhold 2% of the total contract price per month from any payment made to such contractor until such time as the contractor has developed an AAP and received the approval of the CHRO.

The owner shall make monthly progress payments to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding work period under the contract. To ensure proper performance under the contract, the owner shall retain 7% of the amount of each estimate until final completion, acceptance of all work covered by the contract, and approval by the CHRO. At which time 2.5% will be held as retainage for a one-year warranty period beginning on the date of final acceptance. At the end of the one-year warranty period the 2.5% retainage will be returned to the contractor.

All material and work covered by partial payments made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor from his responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require fulfillment of all the terms of the contract.

The contractor agrees that he will indemnify and hold the owner and its agents all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of nature hereinabove designated have been paid, discharged, or waived. If the contractor fails to do so, then the owner may, after having served written notice on the contractor, either pay unpaid bills of which the owner has written notice, direct or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor or his surety.

In paying any unpaid bills of the contractor, the owner shall be deemed the agent of the contractor, and any payment so made by the owner shall be considered as a payment made under the contract by the owner to the contractor, and the owner shall not be liable to the contractor for any such payment made in good faith.