

**TOWN OF VERNON, CONNECTICUT**  
**CONTRACT DOCUMENTS**  
for the  
**ROCKVILLE HIGH SCHOOL**  
**DRAINAGE IMPROVEMENTS**

**CONTRACT NO. 2050 - 2019/04/11**

**MAYOR**  
**DANIEL A. CHAMPAGNE**



**March 15, 2019**

**TOWN OF VERNON, CONNECTICUT  
CONTRACT DOCUMENTS  
for the  
ROCKVILLE HIGH SCHOOL  
DRAINAGE IMPROVEMENTS**

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LEGAL NOTICE/Invitation to Bid  
TOWN OF VERNON

REQUEST FOR PROPOSALS  
CONTRACT # 2050 - 2019/4/11  
*Drainage Project – Rockville High School*

The Town of Vernon is seeking proposals from qualified firms or individuals experienced in storm drainage installation and site work to provide construction services related to the installation of an improved drainage discharge system at the Rockville High School, located at 70 Loveland Hill Road, Vernon, Connecticut. The successful firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

A mandatory walk-through will be held on Wednesday, March 27, 2019 at 9:00 am at Rockville High School. Interested parties are asked to meet at the southeasterly parking area near the tennis courts at that time. The RFP package is available on the Town of Vernon website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices), referencing Contract #2050, or at the State of CT. Dept. of Admin. Services website at [www.das.ct.gov](http://www.das.ct.gov).

Two (2) copies of the proposal must be submitted in a sealed envelope, clearly marked "PROPOSAL DOCUMENT DO NOT OPEN Contract # 2050 - 2019/4/11" delivered to Michael J. Purcaro, Town Administrator, 14 Park Place Vernon, CT 06066 no later than 11:00 a.m. on April 11, 2019, at which time proposals shall be opened and read aloud publically. Emailed, faxed, or late proposals will not be accepted.

Questions about the project should be directed by email to David Smith, Town Engineer, at [dsmith@vernon-ct.gov](mailto:dsmith@vernon-ct.gov) not later than 5:00 pm on Thursday, April 4, 2019. Answers to received questions, clarifications and/or Addenda will be posted by the close of business on Monday, April 8, 2019 on the Town's website at [www.vernon-ct.gov/legal-notices](http://www.vernon-ct.gov/legal-notices), referencing Contract #2050.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

**Confidentiality:** If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential materials from disclosure to non-town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

## **INSTRUCTIONS TO BIDDERS –**

### **1. USE OF SEPARATE BID FORMS**

These Contract Documents include a complete set of bidding and agreement forms.

### **2. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Vernon Town Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued, will be on file in the office of the Town Engineer, 55 West Main St., Vernon, CT at least five days before Bids are opened. In addition, all Addenda will be e-mailed to each person obtaining Contract Documents and whose name and e-mail address are on record with the Town; however, it shall be each Bidder's responsibility to make inquiry as to the Addenda issued and all such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

A **MANDATORY** pre-bid site walk will be held on March 27, 2019 at 9:00am. All interested parties should meet in the southeasterly parking area near the tennis courts at that time. **ONLY** firms or individuals that attend this pre-bid site walk can provide bids. Bidders should fully acquaint themselves with the existing conditions there relating to construction and labor and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Vernon, "Call Before You Dig" and State Authorities regarding the project, and the areas within the project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Vernon will reject any claim based on the facts regarding which it should have been on notice.

### **4. ALTERNATE BID**

There is no alternate bid.

**5. BIDS**

a.) Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

b.) The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

**Bidders shall furnish with their bids the following:**

1. Bid Bond and Form of Surety Guaranty
2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Vernon)
3. Statement of Bidder's Qualifications
4. Certificate as to Corporate Principal.

The information required under (1) to (4), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions and the Specifications and Drawings.

c.) The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment Opportunity similar to that submitted by the Bidder. Approval of the subcontractor award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification by proposed subcontractors to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

d.) The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered. No Bidder may withdraw a bid ninety (90) days after the actual date of the opening thereof.

**6. BID GUARANTY**

a.) The bid must be accompanied by a bid guaranty which shall not be less than specified in the Invitation to Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or surety company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Town of Vernon. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b.) Revised bids submitted before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

c.) Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

**7. COLLUSIVE AGREEMENT**

a.) Each Bidder submitting a bid to the Town of Vernon for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

b.) Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

**8. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems

necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

**9. UNIT PRICES**

The unit prices for each of the several items in the proposal of each Bidder shall include the pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit bid prices for such items.

**10. CORRECTIONS**

Erasures or other changes in the Bids must be noted over the signature of the Bidder.

**11. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

**12. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

**13. WITHDRAWAL OF BIDS**

Bids may be withdrawn in writing received by the Town prior to the time fixed for the opening of bids. Bids may not be withdrawn and must remain in effect for ninety (90) days following bid opening, even if there are errors in a bid that are discovered after the opening.

**14. AWARD OF CONTRACT; REJECTION OF BIDS**

a.) If a contract is to be awarded, it will be awarded to the lowest responsible and qualified bidder. The Town of Vernon reserves the right to reject any and all bids in whole or in part or to waive any informality and non-material deficiencies in bidding if it is determined to be in the best interests of the Town of Vernon.

b.) The Town reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with their own forces at least twenty-five percent (25%) of the dollar value of the work involved in construction of the improvements in these Contract Documents.

c.) The Town will not award the contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

**15. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND**

a.) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

b.) Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, less the amount of allowances included in the Bid Proposal, as security for the faithful performance of the contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c.) The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Vernon as liquidated damages. The Town may either award the contract to the next lowest responsible Bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

d.) The successful bidder shall have no contractual rights against the Town of Vernon unless and until the Agreement has been executed by both parties. Neither the submission of a bid, including the lowest responsible bid, nor the issuance of a notice of award shall give a bidder any contractual rights against the Town of Vernon.

**16. NOTICE TO PROCEED**

A notice to proceed will be issued by the Town of Vernon within thirty (30) calendar days after the execution of the contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

**17. WAGES AND SALARIES**

The Contractor shall comply with:

The State wage rate requirements indicated elsewhere in this contract, as revised, are hereby made part of this Contract.

**18. ALLOWANCES**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Town may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

Unless otherwise provided in the Contract Documents:

- a). Materials and equipment under an allowance shall be selected promptly by the Town to avoid delay in the Work;
- b). Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- c). Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- d). Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

**19. SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the contractor shall:

- a). Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.
- b). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c). Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

**20. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

**21. TAXES**

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in care of the Contractor.

**22. SPECIFICATIONS**

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 817, 2016, as revised, is hereby made part of this contract, as modified by the Special Provisions contained herein. The Special Provisions relate in particular to the reconstruction of South Street in the Town of Vernon.

**23. CONTRACT AUTHORITY**

The contracting authority for this project is the Town of Vernon. The contact person is:  
Mr. David A. Smith, P.E., L.S.  
Town Engineer  
55 West Main Street  
Vernon, CT 06066  
(860) 870-3663

**24. TIME FOR COMMENCEMENT AND COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall commence work under this Contract within ten (10) days of the date of "Notice to Proceed" issued by the Town of Vernon and shall fully complete all work stipulated in these Contract Documents within 45 calendar days thereafter.

It is mutually agreed that, if the Contractor fails to complete all or a portion of its work within the time stipulated in the Contract Documents, the Owner will be damaged; and because the amount of the Owner's damages is difficult, if not impossible, to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be as follows: (1) **One Thousand (\$1000.00)** per day as liquidated damages for each and every day of delay in the completion of the work in accordance with the Contract Documents.

The Contractor agrees that said liquidated damages shall be deducted from monies due the Contractor under the Contract, or, if no money is due the Contractor, the Contractor hereby agrees to pay to the Owner as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay.

TOWN OF VERNON  
CONTRACTOR'S CHECKLIST

PROJECT:  
ROCKVILLE HIGHSCHOOL DRAINAGE IMPROVEMENTS

\*\*\*\*\*

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted in duplicate:**

FORM DESCRIPTION

- \_\_\_\_\_ 1. BID PROPOSAL PAGES: pages B-1 to B-5
- \_\_\_\_\_ 2. BID BOND: page F-1 and F-2
- \_\_\_\_\_ 3. CERTIFICATE AS TO CORPORATE PRINCIPAL: page F-3
- \_\_\_\_\_ 4. FORM OF SURETY GUARANTY: page F-4
- \_\_\_\_\_ 5. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER:  
pages F-5 to F-6
- \_\_\_\_\_ 6. STATEMENT OF BIDDER'S QUALIFICATIONS: pages F-7 to F-11

**BID**

**TOWN OF VERNON, CONNECTICUT**

**PROJECT NAME:**

**ROCHVILLE HIGHSCHOOL DRAINAGE IMPROVEMENTS**

**CONTRACT# 2050 – 2019/04/11**

**Bid Submitted by:**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Contract

( ) \_\_\_\_\_  
Telephone Number

( ) \_\_\_\_\_  
Fax Number

Mr. Michael Purcaro, Town Administrator  
14 Park Place  
Vernon, CT 06066

Dear Mr. Purcaro:

The undersigned, having familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the Contract Documents (which includes Invitation to Bid, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Vernon and on file at the Office of the Town Administrator, 14 Park Place, Vernon, CT 06066, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the project manual and subsequent addenda, the following bid:

**TOWN OF VERNON  
SCHEDULE OF PRICES  
FOR ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS  
CONTRACT NO. 2050-2019/04/11**

Bid Opening: 4/11/2019

Time: 11:00 a.m.

**No bids will be accepted after 11:00am**

ITEM NO.	EST. QUANT.	UNIT	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
201001	1	L.S.	Clearing & Grubbing - Price Per Lump Sum _____ Dollars and _____ Cents	\$ _____	\$ _____
219001	620	L.F.	Sedimentation Control System - Price Per Linear Foot _____ Dollars and _____ Cents	\$ _____	\$ _____
	1,500	S.Y.	Reshape Fill Area _____ Dollars and _____ Cents	\$ _____	\$ _____
	225	C.Y.	6" Stone per Form 817, M.02.06A _____ Dollars and _____ Cents	\$ _____	\$ _____
703010	125	C.Y.	Standard Riprap - Price Per Cubic Yard _____ Dollars and _____ Cents	\$ _____	\$ _____
703012	275	C.Y.	Modified Riprap - Price Per Cubic Foot _____ Dollars and _____ Cents	\$ _____	\$ _____
944001	2,000	S.Y.	Furnishing & Placing Topsoil - Price Per Square Yard _____ Dollars and _____ Cents	\$ _____	\$ _____
950005	2,000	S.Y.	Turf Establishment - Price Per Square Yard _____ Dollars and _____ Cents	\$ _____	\$ _____
950013	1500	S.Y.	Erosion Control Matting - Price Per Square Yard _____ Dollars and _____ Cents	\$ _____	\$ _____
975004	1	L.S.	Mobilization - Price Per Lump Sum _____ Dollars and _____ Cents	\$ _____	\$ _____

ITEM NO.	EST. QUANT.	UNIT	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
905011	80	L.F.	Reset Fence _____ Dollars and _____ Cents	\$ _____	\$ _____
211000	100	S.Y.	Anti-Tracking Construction Entrance _____ Dollars and _____ Cents	\$ _____	\$ _____
913984	150	L.F.	Temporary Barrier Fence _____ Dollars and _____ Cents	\$ _____	\$ _____

Total Bid: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
\$ \_\_\_\_\_

The Bidder Certifies to the following:

I will furnish all labor, materials, equipment and services necessary to perform the work required for the Bid Package:  
and in accordance with the bid documents, exclusive of the cost of Performance and Payment Bonds,  
Bids shall include all applicable taxes and fees.

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various items shall control the Contract award and that the quantities noted are approximate, (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Should quantities be less than those shown for the Unit prices, only lesser, actual quantities will be allowed in calculating cost.

#### **Notice to Bidders:**

The Bidder's attention is called to Section 9 of the "Instruction to Bidders" and Section 309 of the Special Conditions regarding the significance of the as-bid unit prices for this project.

The Bidder understands, by signing this Bid, that the Town of Vernon may REJECT any bid that has unit prices which are, in the opinion of the Engineer, obviously unbalanced. The Bidder is required to calculate the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Vernon reserves the right to reject any and all bids, or waive any informality in submitted bid documents. The Bidder also understands that the Town of Vernon reserves the right to accept any, all, or none of the Alternates which may be listed above and may accept Alternates in any order at the Town's sole discretion. The Bidder agrees to perform the work of each accepted Alternate for the sum quoted for each and to include such accepted Alternate in the Contract for construction.

If written notice of the acceptance of this bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

**Bid Bond:**

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents.

\$ \_\_\_\_\_

This security shall be the sole and exclusive property of the Town of Vernon as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

**Other Conditions:**

Attached hereto is affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

**Addenda:**

The Bidder hereby acknowledges receipt of the following Addenda.

Addendum #	Date Received	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Bidder's Official Name and Address:**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Contact

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

**BID BOND**

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

\_\_\_\_\_  
(Name of Bidder)

as PRINCIPAL, and \_\_\_\_\_  
as SURETY, are held and firmly bound unto the Town of Vernon, hereinafter called the "Town"  
in the penal sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well  
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT** whereas the principal has  
submitted the accompanying bid dated \_\_\_\_\_, 2019 for  
**Rockville High School Drainage Improvements**

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified  
therein after the opening of same or if no period specified within \_\_\_\_\_ days after the said  
opening and shall within the period specified therefore, or, if no period specified within 10 days  
after the prescribed forms are presented to him for signature, enter into a written Contract with  
the Town of Vernon in accordance with the bid as accepted and give bond with good and  
sufficient surety or sureties, as may be required for the faithful performance and proper  
fulfillment of such contract, or in the event of withdrawal of said bid within the period specified,  
or the failure to enter into such Contract and give such bond within the time specified, if the  
principal shall pay the Town of Vernon the difference between the amount specified in said Bid  
and the amount for which the Town of Vernon may procure the required work or supplies or  
both, if the latter amount be in excess of the former, than the above obligations shall be void and  
of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their  
several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the name and Corporate  
Seal of each corporate party being hereto affixed and these presents duly signed by the  
undersigned representative pursuant to authority of the governing body.

\*\*\*\*\*

**For Sole Proprietor:**

(Seal)

In Presents of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Business Address)

\*\*\*\*\*

**For Partnership:**

(Seal)

In Presents of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Partnership)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_

\*\*\*\*\*

**For Corporation:**

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Affix Corporate Seal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Affix Corporate Seal)

Countersigned:

By: \_\_\_\_\_ By: \_\_\_\_\_

Attorney-in-fact, State of \_\_\_\_\_

## CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Corporation named as principal in and within bond, that \_\_\_\_\_ who signed the said bond on behalf of the principal was then \_\_\_\_\_ of said Corporation; that I know the signature and the 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 the governing body.

\_\_\_\_\_

\_\_\_\_\_  
(Title)

(Corporate Seal)

(The Surety Company must append statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorizing to act within the State of Connecticut)

**FORM OF SURETY GUARANTY**

(To accompany Bid)

KNOW ALL MEN BY THESE PRESENTS, that for the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation and for other valuable consideration, the

\_\_\_\_\_  
(Name of Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_

and licensed to do business in the State of Connecticut, certified and agrees, that if Contract for

\_\_\_\_\_ Project Number \_\_\_\_\_, is awarded to  
\_\_\_\_\_, the undersigned Corporation will execute the bond

(Name of Bidder)

or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

\_\_\_\_\_  
(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

**TOWN OF VERNON CONNECTICUT**  
**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER**  
**(including notification of outstanding financial and other obligations to the Town of Vernon)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of \_\_\_\_\_  
\_\_\_\_\_, the bidder/proposer that has submitted the attached bid/proposal;  
(Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and not collusive or sham Bid/Proposal;
4. Neither the Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit, or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Vernon or any person interested in the proposed Contract;
5. The price or prices in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

**7. Check one:**

\_\_\_\_ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Vernon nor are they a party to any entity which has such obligations.

\_\_\_\_ There are such outstanding obligations. (List all obligations on a separate sheet, indicating the nature of the obligations and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Vernon as required by State law.

**9. Listing of owners, partners, officers, representatives, agents and/or affiliates**

Name	Title	Affiliated Company (if none, state NONE)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

(Use additional sheet if necessary – must be on company letterhead and notarized)

**Signed:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Title:** \_\_\_\_\_

My Commission expires \_\_\_\_\_

**NOTE: THIS FORM MUST BE NOTARIZED**

**The following to be completed by originating department:**

Bid/Proposal/Agreement Title: \_\_\_\_\_

Department: \_\_\_\_\_

Return Form to: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**  
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. Permanent Main Office Address: \_\_\_\_\_
4. When Organized: \_\_\_\_\_
5. If a Corporation, where incorporated: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_
6. If other than a Corporation or Partnership, describe Organization and name Principals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Number of years engaged in construction under present firm or trade name: \_\_\_\_\_ Number of years General Contractor \_\_\_\_\_

8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>

9. General character of work performed by your firm:

10. Percent of work normally performed with your own forces: Trade	Percent	Trade	Percent	Percent

11. Have you ever failed to complete any work awarded to you? If so, where and why:

12. Have you ever defaulted on a Contract? If so, where and why:

13. List the more important contracts completed by you within the past 5 years:

Project Name	Owner	Arch/Eng.	Contract Amount	Contract Date	Date Completed
--------------	-------	-----------	-----------------	---------------	----------------


14. List major equipment available for this Contract:


15. Experience in work similar in importance to this project:


16. Background and experience of the principal members of your organization, including the officers:

Individual's Name	Construction Experience/Yrs.	Present Position		Responsibility	Previous Position
		Years	Experience		


	<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>
17.	Name and background of superintendent who will have principal on-site responsibility for this project:			
18.	List States and Categories in which your Organization is legally qualified to do business:			
19.	Give bank and trade references:			
	<u>Bank</u>	<u>Trade</u>		
20.	Name of Bonding and Insurance Companies and Names and Addresses of Agents:			

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of contract for the project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Vernon in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018

(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

)

ss. \_\_\_\_\_

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF VERNON, hereinafter called the "OWNER"

and \_\_\_\_\_ (a corporation)

of \_\_\_\_\_, County of \_\_\_\_\_ and

State of \_\_\_\_\_, hereinafter called the "CONTRACTOR."

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Rockville High School Drainage Improvements**, including addenda thereto, dated \_\_\_\_\_ and \_\_\_\_\_, being nos. \_\_\_\_\_ as further described in the Bid Proposal submitted by the CONTRACTOR, dated \_\_\_\_\_ and all documents included therein by reference; hereinafter called the "Project" for the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions, Technical Specifications, and Supplements to Sections 2 through 18 of Form 816 of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement for Bids, Information for Bidders, Proposal, General and Special Conditions, Technical Specifications, and Supplements to Sections 2 through 18 of Form 816 of the Contract, the Plans, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as prepared by Town of Vernon Engineering Department, herein entitled the ENGINEER, all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquid damages, the sum as specified in the Special Conditions and provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: TOWN OF VERNON (Corporate Seal)

BY: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ (Corporate Seal)

BY: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## CERTIFICATION

I, the undersigned, \_\_\_\_\_, the duly authorized and  
acting legal representative of the \_\_\_\_\_

Do hereby certify the following:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

\_\_\_\_\_  
Date: \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Individual)  
hereinafter called the "Principal" and \_\_\_\_\_  
(Surety)  
of \_\_\_\_\_, State of \_\_\_\_\_  
hereinafter called the "Surety", are held firmly bound unto the Town of Vernon, Connecticut,  
hereinafter called the "OWNER", in the penal sum of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which  
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and  
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and  
made a part hereof for the construction of:

### ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions and agreements of said Contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety, and if it shall fully indemnify and save harmless the Owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
Owner all outlay and expense which the Owner may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees  
that no change, extension of time, alteration or addition to the terms of the Contract or to the  
work to be performed thereunder of the specifications accompanying the same shall in any wise  
affect its obligation on this Bond, and it does hereby waive notice of any such change, extension  
of time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfactory.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Witness to Principal

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Witness to Surety

NOTE:      Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Individual)

hereinafter called the "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_  
hereinafter called the "Surety", are held firmly bound unto the Town of Vernon, Connecticut,  
hereinafter called the "Owner", in the penal sum of

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) in lawful money of the United States, for payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part  
hereof for the construction of:

### ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors and corporations furnishing materials for or performing labor in the prosecution  
of the work provided for such Contract and any authorized extension or modification thereof,  
including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on  
machinery, equipment and tools, consumed or used in connection with the construction of such  
work and for all labor, performed in such work, whether by subcontractor or otherwise, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the Contract or to  
the work to be performed thereunder of the specifications accompanying the same shall in any  
wise affect its obligation on this Bond, and it does hereby waive notice of any such change,  
extension of time, alteration or addition to the terms of the Contract or to work of the  
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Witness to Principal

ATTEST:

\_\_\_\_\_  
Surety  
\_\_\_\_\_  
(Surety) Secretary By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Address/Zip Code

\_\_\_\_\_  
Witness to Surety

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all Partners should execute Bond.

ACKNOWLEDGEMENT OF SURETY COMPANY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss. \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Before me personally came \_\_\_\_\_ to me known to be the  
person named in the above instrument and who being by me duly sworn, did depose and say that

(he/she) resides in \_\_\_\_\_, that (he/she) is the \_\_\_\_\_

of the corporation described in which is executed the above instrument; that (he/she) knows the  
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was  
so affixed pursuant to a resolution of the Board of Directors of said corporation and that (he/she)  
signed (his/her) name by like order.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(The Surety Company must append statement of its financial condition and a copy of the  
resolution authorizing the execution of bonds by officers of the company and the Power –of  
Attorney of the Surety Company's Attorney-in-Fact, authorizing to act within the State of  
Connecticut.)

The foregoing bond and sureties are hereby approved.

Dated, Vernon, Connecticut \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Corporation Council, Town of Vernon

TOWN OF VERNON

CERTIFICATE OF NON-ARREARAGE

STATE OF CONNECTICUT       )  
  )  
COUNTY OF                    )       ss.

\_\_\_\_\_ being duly sworn deposes and says that

1. He/She is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_  
\_\_\_\_\_ the Bidder that submitted the attached Bid.
2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut Second Injury Fund.

Signed \_\_\_\_\_  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

\_\_\_\_\_  
(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

\_\_\_\_\_  
Dollars

(Written Figures)

(\$ \_\_\_\_\_)

Received from \_\_\_\_\_

\_\_\_\_\_  
(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heirs, executors, administrators, successors and assigns, all rights to claim payment for work done and in place of the date of this Release of the project commonly known as

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Subcontractor Name)

hereby indemnifies the Town of Vernon against any and all claims for work performance and/or materials supplied by it/him/her/us under the above mention Contract.

IN WITNESS WHEREOF:

\_\_\_\_\_  
(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed and delivered in the presence of:

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\*\*\*\*\*

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

ss: \_\_\_\_\_

\_\_\_\_\_ duly authorized, have sworn, deposes and  
says that he/she is \_\_\_\_\_ of \_\_\_\_\_  
and that the statements herein are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

\_\_\_\_\_ duly authorized to act on behalf of

\_\_\_\_\_  
(Contractor's Name and Address)  
of \_\_\_\_\_ County and State of \_\_\_\_\_, for and in consideration  
of final payment is in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), lawful money of the United States of America, the recipient whereof  
is hereby acknowledged, in full satisfaction and payment of all sums of money owing, payable  
and belonging to \_\_\_\_\_, dated \_\_\_\_\_.  
(Contractor)

NOW, THEREFORE, \_\_\_\_\_ duly authorized to act  
on behalf of said \_\_\_\_\_, its successors, legal  
(Contractor)

representatives and assigns does hereby agree to indemnify and hold harmless and forever  
discharge the said Town of Vernon, its officers, agents, servants and employees from all claims,  
demands and causes of action and actions, suits, debts, dues, duties, sum and sums of money,  
accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises,  
variances, trespasses, damages, judgements, extent, executions, claims and demands whatsoever  
in law or equity, or otherwise that \_\_\_\_\_, its successors, legal  
(Contractor)

representatives and assigns out of or connected with, directly or indirectly, the Contract its  
successors, legal representatives and assigns may now have or that might subsequently accrue to  
\_\_\_\_\_, its successors, legal representatives and  
(Contractor)

assigns out of or connected with, directly or indirectly, the Contract dated \_\_\_\_\_  
between \_\_\_\_\_ and the Town of Vernon and  
(Contractor)  
any and all other bid documents, agreements and contract modifications thereto.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_ (Witness)

By: \_\_\_\_\_

\_\_\_\_\_ (Witness)

Its duly Authorized \_\_\_\_\_

STATE OF CONNECTICUT )

) ss: \_\_\_\_\_ Dated \_\_\_\_\_

COUNTY OF: )

Before me, on behalf of \_\_\_\_\_ personally appeared  
\_\_\_\_\_, duly authorized, to me known to me to be the person  
named in and who executed the above release, and he/she acknowledges to me that he/she  
executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public, Commissioner of Superior Court  
My Commission expires: \_\_\_\_\_

CONTRACTOR'S AFFIDAVIT

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me, the undersigned, a \_\_\_\_\_ in and for said  
(Notary Public, Justice of the Peace, Alderman)

County and State personally appeared \_\_\_\_\_  
(Individual, Partner or duly authorized representative of Corporate Contractor)

who, being duly sworn according to law, deposes and says that all labor, materials and

outstanding claims and indebtedness of whatever nature arising out of the performance of the

Contract of the Town of Vernon, Connecticut with \_\_\_\_\_  
(Contractor)

have been paid in full.

\_\_\_\_\_  
(Individual, Partner or duly authorized representative of Corporate Contractor)

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary)

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated \_\_\_\_\_ between

**The Town of Vernon, Connecticut and** \_\_\_\_\_

(Contractor)

the \_\_\_\_\_ on the Material and Payment Bond of

(Surety)

\_\_\_\_\_, after a careful examination of the books

(Contractor)

and records of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies Surety that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the said \_\_\_\_\_, Contractor, and by these presents witnesseth that payment to the Contractor of the final estimates shall not relieve Surety of any of its obligations to \_\_\_\_\_ as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunder set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

(SEAL) \_\_\_\_\_ BY \_\_\_\_\_  
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
(Contractor)  
as Principal, and \_\_\_\_\_ are held and firmly bound unto the  
(Surety)  
Town of Vernon, Connecticut, hereinafter called the "Town" in the final sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), contract amount less allowances,  
lawful monies of the United States for the payment of

which sum will truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated \_\_\_\_\_, 20\_\_\_\_, for the ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS.

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of twelve (12) months from the date of final payment and issuance of a Certificate of Completion, without additional cost to the Town. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the Town.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THE ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presents of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Seal)  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Seal)  
(Partnership)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
Countersigned by: \_\_\_\_\_ (Seal)

\_\_\_\_\_

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS

The Town of Vernon has selected your firm as the apparent low bidder to provide for the **Rockville High School Drainage Improvements** in response to its advertisement for bids dated \_\_\_\_\_, 20\_\_\_\_ and in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items in the amount of:

\_\_\_\_\_  
(Written Figures)

(\$ \_\_\_\_\_)

\_\_\_\_\_ will be authorized to proceed with this work  
(Firm Name)

or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Mayor of the Town of Vernon.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bond(s) within ten (10) calendar days from this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Vernon will be entitled to consider all your arising out of the Town's acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

TOWN OF VERNON, CONNECTICUT

By: \_\_\_\_\_

Title: \_\_\_\_\_

## ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Printed Name & Title)

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

TOWN OF VERNON  
CHANGE ORDER

PROJECT:    ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS

Contract Date: \_\_\_\_\_

Change Order Date: \_\_\_\_\_

Change Order No. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TO:    TOWN OF VERNON, CONNECTICUT

\_\_\_\_\_, the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs, expenses, delays, damages and the payments that may be claimed due to the Contractor as of the above stated date and agrees that the acceptance of this change order by the Owner will constitute a complete and final accord and settlement of Contractor's claims against the Owner on account of this work through the date of the Contractor's signature below.

\_\_\_\_\_  
You are directed to make the following changes in this Contract:

Justification:

\_\_\_\_\_  
The Original Contract Sum was: \$ \_\_\_\_\_  
Net Changes by Previous Change Orders: \$ \_\_\_\_\_  
The Contract Sum Prior to this Change Order was: \$ \_\_\_\_\_  
Net Change by this Change Order: \$ \_\_\_\_\_

The Contract Time will be (increased, decreased, unchanged) by \_\_\_\_\_ calendar days.  
The Date for Completion as of the date of this Change Order therefore is \_\_\_\_\_.

\*\*\*\*\*

\_\_\_\_\_  
(Engineer)                      (Contractor)                      (Owner)

\_\_\_\_\_  
(Address)                      (Address)                      (Address)

\_\_\_\_\_  
By: \_\_\_\_\_                      By: \_\_\_\_\_                      By: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_                      Date: \_\_\_\_\_                      Date: \_\_\_\_\_

NOTICE TO PROCEED  
(Refer to Agreement)

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

PROJECT DESCRIPTION: ROCKVILLE HIGH SCHOOL DRAINAGE IMPROVEMENTS

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_  
on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_  
consecutive calendar days thereafter.

The date of completion of work therefore: \_\_\_\_\_, 20\_\_\_\_

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Owner: \_\_\_\_\_Town of Vernon\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

\_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF CONNECTICUT  
LABOR DEPARTMENT**

**REGULATION OF WAGES DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of

\_\_\_\_\_  
(Officer, Owner, Authorized Rep. Company Name)

Do hereby certify that the

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

and all of its subcontractors will pay all workmen on the:

\_\_\_\_\_  
Project Name and Address

The wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

Project: Rockville High School Drainage Improvements

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

ID#: H 25796

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Vernon

FAP Number: State Number:

Project: Rockville High School Drainage Improvements

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	32.60	25.34
2a) Diver Tenders	32.60	25.34

As of: Tuesday, March 12, 2019

Project: Rockville High School Drainage Improvements

3) Divers	41.06	25.34
<hr/>		
03a) Millwrights	33.14	25.74
<hr/>		
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	49.75	21.05
<hr/>		
4a) Painters: Brush and Roller	33.62	21.05
<hr/>		
4b) Painters: Spray Only	36.62	21.05
<hr/>		
4c) Painters: Steel Only	35.62	21.05
<hr/>		
4d) Painters: Blast and Spray	36.62	21.05
<hr/>		

*As of:* Tuesday, March 12, 2019

Project: Rockville High School Drainage Improvements

4e) Painters: Tanks, Tower and Swing	35.62	21.05
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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	25.97+3% of gross wage
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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.47	35.14 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	42.62	31.21
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----LABORERS----

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8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.05	20.10
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	30.30	20.10
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As of: Tuesday, March 12, 2019

Project: Rockville High School Drainage Improvements

10) Group 3: Pipelayers	30.55	20.10
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	30.55	20.10
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12) Group 5: Toxic waste removal (non-mechanical systems)	32.05	20.10
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13) Group 6: Blasters	31.80	20.10
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.05	20.10
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Group 8: Traffic control signalmen	16.00	20.10
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Group 9: Hydraulic Drills	29.30	18.90
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Project: Rockville High School Drainage Improvements

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and  
Liner Plate Tunnels in Free Air.---

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13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	20.10 + a
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13b) Brakemen, Trackmen	31.28	20.10 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

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14) Concrete Workers, Form Movers, and Strippers	31.28	20.10 + a
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15) Form Erectors	31.60	20.10 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:---

Project: Rockville High School Drainage Improvements

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	20.10 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	20.10 + a
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18) Miners	32.22	20.10 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ---

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18a) Blaster	38.53	20.10 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	20.10 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	20.10 + a
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As of: Tuesday, March 12, 2019

Project: Rockville High School Drainage Improvements

21) Mucking Machine Operator	39.11	20.10 + a
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----TRUCK DRIVERS----(\*see note below)

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Two axle trucks	29.13	23.33 + a
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Three axle trucks; two axle ready mix	29.23	23.33 + a
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Three axle ready mix	29.28	23.33 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.33	23.33 + a
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Four axle ready-mix	29.38	23.33 + a
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Project: Rockville High School Drainage Improvements

Heavy duty trailer (40 tons and over)	29.58	23.33 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.38	23.33 + a
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----POWER EQUIPMENT OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	39.55	24.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	39.23	24.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	38.49	24.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	38.10	24.30 + a
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Project: Rockville High School Drainage Improvements

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	36.86	24.30 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	36.46	24.30 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	36.03	24.30 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	33.99	24.30 + a
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Project: Rockville High School Drainage Improvements

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	33.99	24.30 + a
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Group 12: Wellpoint Operator.	33.93	24.30 + a
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Group 13: Compressor Battery Operator.	33.35	24.30 + a
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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	32.21	24.30 + a
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	31.80	24.30 + a
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Group 16: Maintenance Engineer/Oiler	31.15	24.30 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	35.46	24.30 + a
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Project: Rockville High School Drainage Improvements

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	33.04	24.30 + a
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**\*\*NOTE: SEE BELOW**

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----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

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20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.50	6.5% + 9.00
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Project: Rockville High School Drainage Improvements

23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

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24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of:

Tuesday, March 12, 2019

Project: Rockville High School Drainage Improvements

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 5 and 7\*\*

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*As of:*

Tuesday, March 12, 2019

**Project: Rockville High School Drainage Improvements**

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of:**

**Tuesday, March 12, 2019**

Project: Rockville High School Drainage Improvements

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

*As of:*

Tuesday, March 12, 2019

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## GENERAL CONDITIONS

### 101. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" or "Contract Documents" mean that group of documents which embody the agreement between the Town and the Contractor for the construction and installation of improvements specified herein, and shall include the following: Executed Agreement Addenda (if any), Invitation for Bids, General Conditions, Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).
- b. The terms "Town" and "Town of Vernon" refer to the particular contracting authority entering into, carrying out, and administering the Contract with the Contractor. The contracting authority for this Contract and the terms "Town" and "Town of Vernon" shall mean the department or agency specified in Section 302 of the Special Conditions except in the few instances where the term "Town" or "Town of Vernon" is used in connection with laws, ordinances, regulations, codes, rules and other governmental actions of the Town.
- c. The term "Local Public Agency" shall mean the department or agency specified in Section 302.
- d. The term "Contractor" means the person, firm or corporation entering into the Contract with the Town to construct and install the improvements embodied in the Contract.
- e. The term "Project Area" means the physical area (Contract Limits) in which the improvements contemplated by the Contract are to be installed or constructed.
- f. The term "Engineer" means the Engineer in charge serving the Town with architectural or engineering services, its successor, or any other person or persons, employed by the Town for the purpose of directing or having charge of the improvements embodied in this Contract, and said Engineer acting directly or indirectly through an Assistant Engineer having general charge of the work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted in him.
- g. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and specifies the qualities, quantities, technical characteristics, data and standards of the materials to be furnished, the workmanship required, and methods to be used in carrying out the construction and installation of the improvements contemplated by this Contract.
- h. The term Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued to prospective Bidders prior to the time of receiving bids.

### 102. ABBREVIATIONS

AA – Aluminum Association  
AAA – Aluminum Alloy Association  
AAPA – American Association of Port Authorities  
AASHTO – American Association of State Highway and Transportation Officials  
ACI – American Concrete Institute  
ADA – Americans with Disabilities Act  
AFPA – American Forest And Paper Association  
AGA – American Gas Association  
AGC – American General Contractors of America

AHA – American Hardboard Association  
 AHAM – Association of Home Appliance Manufacturers  
 AIA – The American Institute of Architects  
 AIEE – American Institute of Electrical Engineers  
 AISC – American Institute of Steel Construction  
 AISI – American Iron and Steel Institute  
 AITC – American Institute of Timber Construction  
 ALI – Associated Laboratories, Inc.  
 A.L.I. – Automotive Lift Institute  
 ALSC – American Lumber Standard Committee  
 AMCA – Air Movement and Control Association  
 ANLA – American Nursery and Landscape Association  
 ANSI – American National Standards Institute  
 AOAC – AOAC International  
 AOEC – Area of Environmental Concern  
 AOSA – Association of Official Seed Analysts  
 API – American Petroleum Institute  
 AREMA – American Railway Engineering and Maintenance-of-way Association  
 ARI – Air Conditioning & Refrigeration Institute  
 ARTBA – American Road and Transportation Builders Association  
 ASA – Acoustical Society of America  
 ASC – Adhesive and Sealant Council  
 ASCE – American Society of Civil Engineers  
 ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers  
 ASME – American Society of Mechanical Engineers  
 ASSE – American Society of Sanitary Engineers  
 ASTM – American Society of Testing and Materials  
 ATA – American Transit Association  
 ATSSA – American Traffic Safety Services Association  
 AWG – American Wire Gauge  
 AWI – Architectural Woodwork Institute  
 AWPA – American Wood-Preservers Association  
 AWPI – American Wood Preservers Institute  
 AWS – American Welding Society  
 AWWA – American Water Works Association  
 AZI – American Zinc Institute  
 BHMA – Builders Hardware Manufacturers Association  
 BOCA – Building Officials and Code Administrators International  
 CBM – Certified Ballast Manufacturers Association  
 CCRL – Cement and Concrete Reference Library  
 CFR – Code of Federal Regulations  
 CGS – Connecticut General Statutes  
 Cisca – Ceilings and Interior Systems Construction Association  
 CISPI – Cast Iron Soil Pipe Institute  
 CLFMI – Chain Link Fence Manufacturers Institute  
 CONNDOT – Connecticut Department of Transportation  
 CPI – Clay Pipe Institute  
 CRI – The Carpet and Rug Institute  
 CRSI – Concrete Reinforcing Steel Institute  
 CS – Commercial Standard  
 CSSB – Cedar Shake & Shingle Bureau  
 CTI – Cooling Tower Institute

DASMA – Door and Access System Manufacturers Association, International  
 DEP – Connecticut Department of Environmental Protection  
 DFPA – Douglas Fir Plywood Association  
 DHI – Door and Hardware Institute  
 DOD – Department of Defense  
 DPUC – Department of Public Utility Control  
 EIA – Electronic Industries Association  
 EPA – Environmental Protection Agency  
 FAA – Federal Aviation Administration, U. S. Department of Transportation  
 FCC – Federal Communication Commission  
 FCICA – Floor Covering Installation Contractors Association  
 FHWA – Federal Highway Administration, U. S. Department of Transportation  
 FM – Factory Mutual System  
 FRA – Federal Railway Administration, U. S. Department of Transportation  
 FTA – Federal Transit Administration  
 HASP – Health and Safety Plan  
 HMA – Hot Mix Asphalt or Bituminous Concrete  
 HPMA – Hardwood Plywood Manufacturers Association  
 GA – Gypsum Association  
 GANA – Glass Association of North America  
 GSA – General Services Administration  
 ICBO – International Conference of Building Officials  
 ICEA – Insulated Cable Engineers Association  
 IEEE – Institute of Electrical and Electronics Engineers  
 IESNA – Illuminating Engineers Society of North America  
 IGCC – Insulating Glass Certification Council  
 IMSA – International Municipal Signal Association  
 IRI – HSB Industrial Risk Insurers  
 ITE – Institute of Traffic Engineers  
 KCMA – Kitchen Cabinet Manufacturers Association  
 LMA – Laminating Materials Association  
 LPI – Lighting Protection Institute  
 MBMA – Metal Building Manufacturers Association  
 MIL – Military Standardization Documents, U. S. Department of Defense  
 MMA – Monorail Manufacturers Association  
 MS – Military Specifications  
 MSHA – Mine Safety and Health Administration  
 MSS – Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.  
 MUTCD – Manual on Uniform Traffic Control Devices  
 NAAMM – National Association of Architectural Metal Manufacturers  
 NAIMA – North American Insulation Manufacturers Association  
 NBFU – National Board of Fire Underwriters  
 NBS – National Bureau of Standards  
 NC – National Course  
 NCHRP – National Cooperative Highway Research Program  
 NCMA – National Concrete Masonry Association  
 NCPI – National Clay Pipe Institute  
 NCPRC – National Clay Pipe Research Corporation  
 NEBB – Natural Environmental Balancing Bureau  
 NEC – National Electrical Code  
 NECA – National Electrical Contractors Association  
 NEPCOAT – North East Protective Coatings Committee  
 NESC – National Electrical Safety Code

NETA – National Electrical Testing Association  
 NFPA – National Fire Protection Association  
 NFS – NFS International  
 NICET – National Institute for Certification in Engineering Technologies  
 NIOSH – National Institute of Occupational Safety and Health  
 NIST – National Institute of Standards and Technologies  
 NLMA – National Lumber Manufacturers Association  
 NOAA – National Oceanic and Atmospheric Administration  
 NRCA – National Roofing Contractors Association  
 NTMA – National Terrazzo and Mosaic Association  
 NWWDA – National Wood Window and Door Association  
 OEO – Office of Equal Opportunity  
 OSHA – Occupational Safety and Health Administration  
 PCA – Portland Cement Association  
 PCC – Portland Cement Concrete  
 PCI – Precast/Prestressed Concrete Institute  
 PLP – Plastic Laminate Producers  
 PS – Product Standard of NBS, U. S. Department of Commerce  
 PTI – Post-Tensioning Institute  
 RLMI – Reflector and Lamp Manufacturers' Institute  
 RMA – Rubber Manufacturers Association  
 SAE – SAE International  
 SAWP – Society of American Wood Preservers  
 SFPA – Southern Forest Products Association  
 SPIB – Southern Pine Inspection Bureau

103. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

See Paragraph 2 and 3 in Information to Bidders

104. KNOWLEDGE OF APPLICABLE LAWS

Bidders Shall be deemed to know and understand all federal, state and local laws, ordinances and regulations and municipal bylaws which in any manner apply to projects for which they bid; such legal requirements shall include, but not necessarily be limited to, those which apply to the conduct of the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not constitute justification for the Contractor's failure to consider such requirements in formulation of a bid proposal.

105. INTENT OF CONTRACT

The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes and is required to do in full compliance with the specifications, plans, special; provisions, proposal and other Contract Documents. The Contractor shall perform all Project work in conformity with lines, grades, typical cross-sections, dimensions and other data shown on the plans and other Contract Documents, as they may be modified by written orders from the Engineer subsequent to the date of the Contract. Said work includes furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor and all other things necessary for the satisfactory prosecution and completion of the Project.

106. COORDINATION OF SPECIAL CONDITIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS AND STANDARD SPECIFICATIONS AND OTHER CONTRACT REQUIREMENTS

All requirements indicated on the Plans, Standard Specifications, Supplemental Specifications, Special Provisions or other Contract provisions shall be equally binding on the Contractor, unless there is a conflict between or among any of those requirements. In the case of such a conflict, the order of governance among those requirements, in order of descending authority, shall be as follows:

1. Environmental Permits
2. Environmental Permit Applications
3. Special Conditions
4. Plans other than Standard Sheets (enlarged details on plans, used to clarify construction, shall take precedence over smaller details of the same area; and information contained in schedules or tables, titled as such, shall take precedence over other data on the plans)
5. Standard Sheets
6. Supplemental Specifications
7. Standard Specifications and other Contract requirements

Numerical designations of dimensions shall take precedence over dimensions calculated by applying a scale to graphic representations. Neither party to the Contract may take advantage of any obvious error or omission in the Contract. Should either party to the Contract discover such an error or omission, that party shall notify the other party of same immediately in writing. The Engineer will make such corrections and interpretations of the Contract as are necessary, in his judgment, to fulfill the purpose of the Contract that are evident from examining the Contract as a whole.

If the Contract includes an item that does not have a corresponding specification for either performance or payment purposes, the Contractor shall notify the Engineer of that fact in writing at least two (2) weeks prior to ordering materials for or commencing work on that item. If the Contract Documents do not contain such a specification, the Engineer shall, if possible, derive an appropriate specification from applicable AASHTO Specifications or, if necessary, ASTM Specifications. If neither of those sources provides a suitable specification, the Contractor shall seek guidance from the Engineer with regard to the item, and the Engineer will formulate a reasonable specification for the item. When compliance with two or more standards is specified, and the standards may establish different or conflicting requirements for minimum quantities or work levels, the Contractor shall refer such issues to the Engineer for a decision before proceeding with the pertinent work.

107. CONTRACTOR'S RESPONSIBILITY OF WORK

From the date for commencement of construction given in the "Notice to Proceed" until the date when the Engineer relieves the Contractor of responsibility for the Project, the Project construction and site shall be under the charge and care of the Contractor; and the Contractor shall take every necessary precaution against damage to the same or any part thereof by the action of the elements or from any other cause, including either execution or non-execution of Project work. The Contractor shall rebuild, repair, restore or otherwise make good, at its own expense, all damage to, or impairment of, any portion or purpose of the Project which results from any of the above causes prior to completion of the Project.

108. ENGINEER'S AUTHORITY

- A) The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

- B) The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- D) The Engineer shall promptly make decisions relative to interpretations of the Contract Documents.

#### 109. COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, changes and claims must be in writing.

Any notice or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement or at such other office as the Contractor may from time to time designate in writing to the Town of Vernon, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the Town of Vernon shall, unless otherwise specified in writing, be delivered to the Town Administrator. Any notice to or demand upon the Town shall be sufficiently given if so delivered, or if received in the United States mail in a sealed, postage prepaid envelope, or if transmitted to said Town at such address with charges prepaid by any telegraph company, or if delivered by any of the foregoing means to such other representative of the Town or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt as the case may be.

#### 110. RESPONSIBILITIES OF THE CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, transportation, superintendence, equipment, water, light, heat, power, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

Where the work is located in a public street or highway, the Contractor must apply for and obtain such permit or permits as may be necessary, in accordance with these Specifications. The Contractor must provide such security or insurance as may reasonably be required incidental to and as a prerequisite to such permit or permits. It shall bear all expenses for and incidental to securing the permit or permits and complying with the terms and requirements thereof.

The Contractor shall arrange its operation and the spaces occupied by him so as to provide access to properties along the street, particularly driveways, access to fire hydrants, manholes, gate boxes and other utilities. If for any reason it is not expedient to backfill an excavation, the Contractor shall construct and maintain suitable bridges to carry pedestrians and traffic in or to the street, driveway or property in question as directed by the Engineer. The Contractor shall confine its occupancy of public or traveled ways to the smallest spaces compatible with the efficient performance or construction of the work contemplated by this Contract, and more particularly to such limits as are set by the Contract Documents.

#### 111. OTHER CONTRACTS

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, but shall act as necessary to insure the orderly, proper and economical construction of the whole project or group of projects.

In case of conflict between contractors, the Engineer will determine the location where work shall commence. Such determination shall have no effect on the Contract costs and will not be considered as the basis for a claim for additional compensation.

The work under this Contract shall be coordinated with any other work, which may be under construction or contemplated in the same general area. In order that the work under this Contract may conform to the conditions under which it has been undertaken, the Engineer will determine the location where the work will commence. Such determination shall have no effect on the Contract costs and will not be considered as the basis for a claim for additional compensation.

#### 112. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor, shall suffer loss or damage on the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify this Contractor, who shall defend at its own expense any suit based upon such claim, and if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection herewith

#### 113. SUPERINTENDENCE BY THE CONTRACTOR

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Town and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting its work.
- b. The Contractor shall lay out its own work unless otherwise provided, and shall be responsible for all work executed by him under the Contract. It shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

#### 114. SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until it has submitted a non-collusive affidavit from the subcontractor in substantially the form included and has received written approval of such subcontractor from the Town. It shall submit a written statement containing such information as the Town may require concerning the experience, ability and responsibility of the proposed subcontractor and the scope of the subcontract.

#### 115. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all subcontractors, trades, or material men engaged upon this Contract. It shall be prepared to guarantee to each of its subcontractors the locations and measurements, which they may require for the fitting of their work to all surrounding work.

## 116. PERMITS AND CODES

- a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Town. All construction work and/or utility installations shall comply with all ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Town. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Town will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Town, but a change order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been before the Contractor commenced work on the items involved.

- b. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with improvements embraced in this Contract.
- c. The Contractor shall, at it's own expense, secure and pay to the appropriate department of the Town or State of Connecticut the fees or charge for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing water, gas, and sewer permits required by the regulatory body of any of its agencies. The Contractor's attention is called to the fact that the Town of Vernon's office has a list of all State maintained streets which is readily available to the Contractor for inspection.

## 117. WAGES

- a. State of Connecticut Requirement

The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done, and the amount of payment or contribution paid or payable on behalf of each such employee to an employee's welfare fund, as defined in section 31-78 of the General Statutes of Connecticut 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 employee to any such employee's welfare fund shall pay to each employee as part of its wages the amount of payment contribution for its classification on each pay day.

- b. State Wage Standard

The wage determinations governing the work to be performed under this Contract are set forth elsewhere in the Contract Documents. Nothing herein contained shall be construed to permit the payment of wages or salaries below the rates required by other provisions of this contract.

## 118. INSURANCE

### a. General

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the Contractor's obligations under this contract with an insurance company or companies licensed to write such insurance in Connecticut and acceptable to the Town of Vernon. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts designated herein and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage or the acceptance by the Owner of certificates indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, their agents and employees for any and all claims for damage arising out of this contract to either persons or property. All policies shall have the Owner (Town of Vernon) as additional insured on them. The Contractor shall provide a certificate of proof for said insurance to the Owner.

### b. Worker's Compensation Insurance:

The Contractor shall provide adequate statutory WORKER'S COMPENSATION INSURANCE for all labor employed on the project who may come within the protection of such laws and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees not protected by such compensation laws and proof of such insurance satisfactory to the Owner shall be given. Said insurance shall be written with such company as may be acceptable to the Owner and the policy shall be submitted to the Owner for examination. Satisfactory certificates of said insurance shall be filed with the Owner prior to the preparation of the construction contracts. The Contractor will be charged with the responsibility for proper and adequate Worker's Compensation coverage for all his subcontract operations and, in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operations.

### c. Contractor's Comprehensive General Public Liability and Property Damage Liability Insurance:

1. The Contractor is to carry Comprehensive General Liability Insurance providing for a limit of not less than Two Million Dollars (\$2,000,000.00) for all damage arising out of bodily injuries to or death of one or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for all damages arising out of injury to or destruction of property during the policy period.
2. The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certificates of said insurance shall be filed with the Owner prior to the signing of the construction contracts. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations and, in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance on policies by the companies that may be acceptable to the Owner prior to the commencement of such subcontract operations.

d. Owner's Protective Liability Insurance and Property Damage:

The Contractor shall provide the Owner an insurance policy written in the name of the Town of Vernon, its employees, servants and agents to protect the Town of Vernon, from any liability which might be incurred against them as a result of any operation of the Contractor or his subcontractors or their employees. Such insurance shall provide for a limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for all damages arising out of bodily injuries to or death of one or more persons in any one accident; and not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for all damages arising out of injury to or destruction of property during the policy period. The Contractor and his Insurers shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Town.

e. Comprehensive Automobile Liability and Property Damage Insurance:

The Contractor shall carry Comprehensive Automobile Liability insurance covering all owned vehicles, hired vehicles or non-owned vehicles in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Three Hundred Thousand Dollars (\$3,00,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; the Property Damage coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property.

f. Insurance Covering Special Hazards

Special hazards shall be covered by a rider or riders to the Public Liability and Property Damage insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or transmitting equipment.
3. Property Damage Liability for injury to, interruption of or destruction of wires, phone ducts, conduits, pipes, mains, sewers or other
4. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

g. Builder's Risk Insurance

During the progress of work, the Contractor shall effect and maintain Builders Risk Insurance on completed value for:

1. Against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, flooding, hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the site whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to one hundred percent (100%) of the insurable portion of the project and shall be for the benefit of the Owner, the Contractor and each subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Owner. The Contractor shall furnish the Owner with certified copies of the policy of said insurance in SEXTUPLICATE immediately before preparation of the construction contracts.
2. If there are existing adjacent or adjoining structures presently used by the Owner, the risk of the existing adjacent or adjoining structures will be carried by the Owner.
3. Policies shall be executed with the construction contract, the policies shall be issued for the protection of the Contractor and the Owner and such subcontractors as their interest may appear.

h. Other Data:

1. In the event the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Contractor shall not cause policies to be canceled to the effect that the policy shall not be subject to cancellation or a reduction in the required limits or amounts of insurance until notice has been sent by registered mail to the Owner stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by a proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operation to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. All policies and certificates by the successful bidder shall be delivered to the Owner immediately before preparation of the construction contract.
2. If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their questions.
3. All the insurance specified in this contract shall be provided by the Contractor at no additional expense to the Owner

i. Job Office Insurance

The Contractor, when required by the Special Conditions to provide for the use of the Town and Engineers, shall carry insurance for and in the name of the Town and Engineer or accept full responsibility (in writing) for loss or damages to the contents to cover office records, supplies, instruments, equipment and personal property of the Town and Engineers using the field office.

j. Endorsements:

1. Each Contractors policy shall include a contractual "Hold Harmless" endorsement and coverage as follows:

“The contractor (and subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the OSHA of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto and shall indemnify and save harmless the Town and the Engineer and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in the performance of the work or by, or on account of, and direct or indirect act of omission of the Contractor (or his subcontractor) or his employees or agents and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Town or the Engineer may have directly or indirectly caused or contributed thereto.

2. Manufacturer’s and Contractor’s Liability shall further include an endorsement stating:

“This policy shall cover owned, hired and non-owned equipment”.

“Coverage for completed operations for both personal injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturer’s and Contractor’s Liability coverage includes liability for personal injury or damages as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations”.

3. Automotive Liability Insurance shall include an endorsement as follows:

“This policy shall cover owned, hired and non-owned vehicles”.

4. Town’s Protective Liability shall include an endorsement as follows:

“The Contractor and the insurance company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or the defense of any suit, action or claim brought against the Town.”

5. ALL POLICIES shall include (a) endorsement of the work description, Contract name, number and location; (b) an endorsement that the insurance company will give at least thirty (30) days written notice to the Town and the Engineer prior to any modification or cancellation of any such policy; (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges.

k. Proof of Insurance:

Before commencing any work under this Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Town and the Engineer and any others as may be specified in the Special Conditions under “Insurance”, evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions and any non-standard exclusion endorsements for any required policies shall be attached to or be a part of the Certificate/Certificates of Insurance.

The Contractor must either include coverage for his subcontractors in his policy or submit similar Certificates of Insurance from each of his subcontractors before their work commences. Each subcontractor must be covered by insurance of the same character in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular work.

During the course of construction under this Contract, whenever there is a lapse in the insurance requirements as stated herein through cancellation, expiration, failure to renew or any other cause, the Town shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Town and the Engineer or other parties due to any delays caused thereby nor shall it extend the completion time of the Contract.

#### l. Approval/Disapproval of Insurance

Upon receipt of the Certificate(s) of Insurance or binders, the Town will, in writing, identify the policies and indicate approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with the financially responsible insurance companies, licensed in the State and approved by the Town. All policies shall be kept in force until the Contractor's work is accepted by the Town (unless otherwise specified). Insurance policies (covering all operations under this Contractor or, if so noted, for extended operations), which expire before the Contractor's work is accepted by the Town (or where noted for extended operations, through the period of guaranty), shall be renewed and evidence of same submitted to the Town for their approval.

**m. The Town of Vernon and their agents shall be named as additional insureds on all insurance policies of the Contractor and their subcontractors and suppliers.**

### 120. PATENTS

The Contractor shall pay all royalties and license fees. It shall hold and save the Town, its officers and employees, harmless from liability of any nature or kind, including, but not limited to costs and expenses arising out of the use of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Town, unless otherwise specifically stipulated in the Technical Specifications.

### 121. WARRANTY OF TITLE

Materials, supplies, or equipment purchased for the work shall not be subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by Contract shall have any right to a lien upon any improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection nor any right under any law permitting such persons to look to funds due the Contractor in the hands of the Town.

The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal Contract is entered into for such materials.

## **122. ASSIGNMENT OR NOVATION**

- a.) The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities under this Contract without the written consent of the Town, provided, however, that assignments to banks, trust companies or other financial institutions may be made without the consent of the Town. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to prior lien for services rendered and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering any such services or supplying such materials, tools or equipment.

Any change made by the contractor as to name, structure of the business entity or responsible officers or supervisors shall be immediately provided to the Town and shall be accompanied by the appropriate corresponding documentation demonstrating receipt of all necessary approvals required from interested private, public parties and governmental agencies.

## **123. SAFETY (The Contractor has sole responsibility for safety on this project)**

- a) Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the Contractor's employees and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. The Contractor is responsible for the safety of the public, Town representatives, the Engineer and their employees, agents and representatives.
- b) The Contractor shall abide by all Local, State and Federal laws/regulations/standards. These include Occupational Safety and Health Standards (OSHA) 29 CFR Part 1910.146 Permit Required Confined Spaces for General Industry and 29 CFR Part 1926, including 29 CFR Part 1926 Subpart P-Excavations as published in the Federal Register/vol. 54 No. 209 October 31, 1989, pages 45959 thru 45991 inclusive. These standards and Part 1926 in total are made part of this Contract by reference.
- c) Within these OSHA standards, where the term "Competent Person" is used, it shall mean authorized representative of the Contractor who has the capabilities as defined under Section 1926.650 of the OSHA.
- d) The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervision of safety precautions and programs.
- e) The Contractor shall insure that a "Competent Person" remains on the job at all times construction is in progress.
- f) The Contractor is solely responsible for citations of safety violations by any Local, State or Federal agencies. If penalties are assessed against the Engineer or the Owner for Contractors safety violations, the Contractor shall bear the burden at no extra cost to the Owner.
- g) There shall be no specific payment for compliance with safety specifications.

- h) The Engineer must be given a safe work area at all times. The Contractor shall supply all safety equipment including, but not limited to, safety harness, atmospheric monitor, artificial ventilation, etc. and all other equipment which may be required by OSHA. The cost of this equipment shall be included in the general cost of the work. Should a non-compliant condition exist, the Engineer is authorized to withhold payment for work unavailable or inspection due to such noncompliance. The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month. A condition of any progress payments shall be an assurance by the Contractor that there have been no material changes in the schedule.

**124. PROGRESS OF WORK**

In general, work shall be continued and prosecuted continuously throughout the term of the Contract, except as noted under Section 1.08.04 – Prosecution and Progress – Limitation of Operations. The Contractor will be expected to keep work going whenever possible. The Engineer will determine when conditions are unfavorable for work, or for any portion thereof, and may order that the work be suspended on any part or all portions of the Contract whenever, in its opinion, the conditions are not such as will insure first class work.

**125. CONSTRUCTION EQUIPMENT**

Prior to the start of the work, the Contractor shall submit to the Engineer, for its approval, a Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used in the Town streets shall be equipped with rubber tires. The use of equipment without rubber tires shall be by written approval and under direction of the Engineer.

**126. ACCESS TO PROJECT AREA**

The requirements specified in section PERMITS & CODES of the General Specifications apply to work outside the public streets and highways, insofar as those requirements can reasonably be expected to apply.

The terms "land", "private land", "property", "private road", "driveway", etc., as used in these Specifications, shall be interpreted to include not only the property or properties of any private individual, or corporation, but also the property of a public utility or of any public body not used as, and legally established as, a public street or highway. The provisions of this section shall apply to operations within the sites of any public building, institution, or similar location.

The Contractor shall make inquiry and ascertain the limits, conditions, etc. of right-of-way, access, etc., possessed by the Town and available for use by the Contractor. Certain essential facts as to such rights may be indicated on plans or elsewhere in the Contract Documents. In some cases, the indications in the Contract Documents may restrict the Contractor more closely than the full extent of the rights possessed by the Town, in which case such indicated restrictions shall govern the operations of and occupancies by the Contractor. The Contractor, and those operating under him, must know and conform to the limits of the spaces which it may occupy at the site of the work, the means of access thereto, and the conditions under which it may occupy or use such rights.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for itself any right to use more space or greater privileges than the space provided by the Town, for purposes incidental to the performance of the Contract, it shall upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Town will arise therefrom. The Town shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Town for any and all losses, damage or expense which the Town or others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Town to the Contractor or any violation or disregard of the terms and conditions established for the use of occupancy of those rights, or for negligence in the exercise of those rights. The Town may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Town against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc., provided by the Town.

The Contractor shall request the Engineer to give proper notice to the owners and tenants of land traversed by the rights-of-way or access ways to be used or occupied by the Contractor prior to any entry or reentry into such rights-of-way, etc., or shall cause proper notice to be given to said owners and/or tenants. The Contractor shall thereafter wait a sufficient time to permit the delivery of such notice or notices, and also to allow time in which owners or tenants may make necessary adjustments to avoid undo loss or inconvenience by the interference with their ordinary use of occupancy caused by the acts of the Contractor.

The Contractor shall take proper means to identify its employees, etc., when operating within private or restricted lands. The Contractor shall not permit its employees, subcontractors, suppliers, etc., to trespass outside the limits of the spaces provided for him, to unnecessarily interfere with or annoy or to commit any nuisance or scatter rubbish thereon, or to loiter therein when their presence is not essential to the work then underway. The Contractor shall not permit others attracted to the site of the work by its operations to loiter in the vicinity of its work or to enter or damage private property, within or without and near the rights-of-way provided by the Town, or to annoy the regular owners or occupants of such property.

If access is provided by means of any private road or driveway or through private roads, the Contractor shall permit the regular owners or users thereof to use the same so far as it consistent with the construction of the work. If any existing driveway or road is damaged by thereof, the Contractor shall at once restore to as good condition as it would have been had the Contractor had not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Town nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Town or of the land owner before the award of the Contract or after completion of work called for by the Contract. The liability of any party may be limited by the terms of the right-of-way or right-of-access Document.

The land owner and the Town make no representation that the road or driveway surface, culverts, etc. are adequate to carry any specific load or weight. The Contractor may be held liable to the owner or regular users of the road and driveway for injury, damage or loss by reason of negligence of the Contractor in the operation of vehicles thereon, or with respect to damage done to the road or driveway by the workforce or by reason of failure to provide and maintain suitable warning of dangers created by the operations of the Contractor.

Should it be necessary to open or remove portions of any hedge, gate, fence, or similar structure, such opening shall not be kept open at any time when it is not essential to the conduct of the work. Temporary gates shall be provided and such openings shall be closed except when opened for the passage of persons or vehicles. The openings shall be permanently restored and repaired when no longer needed for the performance of the Contract. Precautions shall be taken by the Contractor to prevent unauthorized persons from passing through such temporary openings or, having passed through such openings into otherwise enclosed lands, from causing lesser damage therein.

## **127. USE OF PREMISES**

- a.) The Contractor shall confine its equipment, storage of materials, and construction operations to the Project Site, as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Town, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.
- b.) The Contractor shall comply with all reasonable instructions of the Engineer and the ordinances and codes of the Town regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

## **128. PUBLIC UTILITIES**

The actual location of utilities shall be determined by the Contractor. The information shown on the Contract Plans is only for information and convenience of the Contractor and is in no way warranted to indicate the true conditions.

The Contractor shall inquire of the utility companies as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs for such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified. The Contractor must consult all drawings on file with the Town and any other relevant public body.

The Contractor, shall, without expense to the Town and to the satisfaction of the Engineer, do everything necessary to support, protect and maintain all pipes, wires, poles or fixtures of all kinds in the line of work or adjacent thereto, and all fences, buildings, or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least forty-eight (48) hours notice, before breaking ground, to owners of the structures, pipes or wire conduits that may be affected by the operations and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do so, but will suffer them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

The Engineer may require the Contractor to take proper steps to protect the main lines of public utilities in the immediate vicinity of the work when endangered by the Contractor's operations, and, if the Contractor fails to take adequate provisions to protect such lines or structures, the Engineer may employ others to perform protective work, as may be reasonably needed, at the Contractor's expense.

Should the utility main conflict with the new storm sewer, catch basins, sanitary sewer and manholes, the Contractor shall inform the utility company of such conflict and arrange for the relocation of the main. There shall be no claim for extra cost for coordination with the utility company and delay in the Contractor's work.

## 129. SHOP DRAWINGS

- a. The General Contractor shall check and verify all field measurements and submit required shop drawings with such promptness as to cause no delay in his work or in that of any subcontractor.
- b. The General Contractor shall submit to the Engineer six (6) copies of all shop drawings and testing results, except as otherwise called for herein. The Engineer will make annotations directly on each copy and return three (3) marked-up copies to the General Contractor. The General Contractor shall incorporate the corrections and resubmit six (6) corrected copies to the Engineer for his approval. This procedure shall be repeated until the Shop Drawing is marked either "NO EXCEPTION TAKEN" or "MAKE CORRECTIONS NOTED" or otherwise submitted to the satisfaction of the Engineer. Three (3) approved copies will be returned to the Contractor.
- c. Each shop drawing submittal shall be identified as to the following, and stamped by the Contractor as being in complete compliance with all requirements of the Contract Drawings and Specifications:
  1. Project Name and Contract Number
  2. Specification Section number(s) and subparagraph(s)
  3. Contract Drawing sheet number(s)
- d. The only exception to the above shall be in the case of equipment and fixture items, such as mechanical equipment, lighting fixtures and similar manufactured items which are normally presented by the manufacturer in printed (ink) catalog pages or brochure form. In this case, the Contractor shall submit a minimum of four (4) copies to the Engineer for approval. Such printed matter shall completely explain layouts, apparatus and specifications.
- e. In the case of drawings prepared by the General Contractor or his subcontractor (such as blue prints, etc.), the General Contractor shall submit reproducible copies of these drawings (in the form of sepias, mylars, or vellums) to facilitate review by the Owner.
- f. Only shop drawings received from the General Contractor will be considered for approval by the Engineer. All shop drawings by the subcontractors shall be processed through the General Contractor in the same manner as stipulated above in Paragraphs (b), (c) and (d) above.
- g. The General Contractor shall check all shop drawings for conformance with the Contract Documents and particularly against field measurements and proper fit with adjoining work prior to submitting same. A certification shall appear on each shop drawing stating that the General Contractor has made this check.
- h. The term "by others" is not acceptable on shop drawings and shall NOT be used. The Contractor shall state by whom all related items are to be furnished and/or installed. The supplier or subcontractor preparing the shop drawings shall note related work as "not by (this supplier or subcontractor)" and the Contractor shall identify who will be doing that particular work. The Engineer may reject without examination, any shop drawings which have not been pre-checked and certified as required above, or which carry the term "by others" or other such vague reference, or which in any way are not complete or obviously not in conformity with the Contract requirements.

- i. Shop drawings shall show all design, dimensions, connections, and other details necessary to insure that they accurately reflect the full intent of the Contract Documents. Shop drawings for two or more directly related items shall be submitted concurrently, with each drawing showing the corresponding adjoining work of the other, so that they can be reviewed at the same time.
- j. The Engineer will review and approve shop drawings only for conformance with the design concept and for compliance with information given in the Contract Documents. Approval of shop drawings for any material, apparatus, device, etc. will not relieve the General Contractor from his responsibility for furnishing material, apparatus, device, etc. of proper dimensions, size, quantity and quality to effectively perform the work and carry out the requirements and intent of the Contract Documents. Such approval will not relieve the Contractor from responsibility for errors of any sort in the shop drawings, nor for the improper coordination of any submittal with all other work.
- k. The General Contractor shall schedule the submission of shop drawings in proper sequence in order of priority, reflecting the logical sequence of construction requirements. Such scheduling shall allow reasonable time for review and returning to the Contractor by the Engineer, revisions and resubmission by the Contractor, and rechecking and approval by the Engineer, where required, until submittal meets the approval of the Engineer.
- l. As soon as possible after the award of the Contract, the General Contractor shall meet with the Engineer to discuss shop drawing submittal procedures. Within thirty (30) days after Award of Contract, the General Contractor shall submit to the Engineer for approval, a complete schedule of all shop drawings to be submitted, fixing the date of submission of each shop drawing. Such schedules shall be subject to change from time to time, as required, by mutual agreement of the Engineer and the Contractor.
- m. It is the General Contractor's responsibility to set submission dates which will allow adequate time for the Engineer to review and process the shop drawing. The Engineer requires a MINIMUM OF FOURTEEN (14) DAYS to review and process each shop drawing submittal. The same amount of time is required for each resubmission. NOTE: The aforementioned fourteen (14) days time required by the Engineer is from the date the submittal arrives in the Engineer's office to the date the Engineer places the submittal in the mail for return to the Contractor.
- n. No item shall be fabricated or manufactured nor can any work start in the shop or on the job or pre-existing material delivered to the site until pertinent shop drawings have been approved by the Engineer.
- o. The Contractor shall assume full liability for any delays attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawings is withheld due to failure of the Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Engineer the amount of time specified above for review and processing of each submission or resubmission.
- p. The Contractor shall, to the extent required for complete comprehension of the material, provide enlarged scale drawings of equipment which identify each component of the particular equipment involved.

- q. Any and all deviations from the requirements of the Drawings and/or Specifications shall be called to the attention of the Engineer in writing at the time of first submission of shop drawings, equipment data, and other drawings for approval. Approval of shop drawings or any other drawing which contain one or more deviation not specifically brought to the attention of the Engineer at the time of submission shall in no way relive the Contractor from providing the work, equipment and/or materials specified in the Contract Documents. The Engineer's approval of any drawings and date that contain deviations not specifically called to the attention of the Engineer at the time of submission shall in no way be construed by the Contractor as an approval on the part of the Engineer of the deviation from the requirements of the Drawings and/or Specifications.

### **130. REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession, which should be furnished by the Town under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit propitiate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at the time. The Contractor, shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in the work or to others arising from its failure to comply fully with the provisions of this section.

### **131. INSPECTION**

- a.) All materials and workmanship will be subject to examination, inspection, or test by the Town, at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town may by Contract or otherwise, have rejected materials removed from the Project Area or the defects remedied or and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Town.
- b.) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Town will be performed in such a manner as not to unnecessarily delay work and shall be made as described in the Technical Specifications.
- c.) The Contractor shall notify the Engineer sufficiently in advance on backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so ordered by the Engineer. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make any examination of work

already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any important or essential respect due to fault of the Contractor or its subcontractor, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the Contractor shall be compensated as stated in General Condition 146. Changes in the work and, in addition the Contractor shall be granted a suitable extension of time on account of the additional work involved, if completion of the work of the entire Contract has been delayed thereby.

- d.) Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity is justified, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site. e.) Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town or its agents shall relieve Contractor or its sureties of full responsibility for furnished materials or work performed not in strict accordance with the Contract.

### **132. REVIEW BY THE TOWN OF VERNON**

The Town, and its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Town through its authorized representatives or agents.

### **133. MATERIALS AND WORKMANSHIP**

- a.) Unless otherwise specifically provided for in these Contract Documents, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The Engineer shall decide whether such workmanship, equipment, materials and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in these Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b.) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- c.) Materials specified by reference to the number or symbol of a specific standard, such as the A.S.T.M. Standard, Federal Specifications or other similar standards, shall comply with

requirements with the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

- d.) In addition to the requirements of the Technical Specifications, prior to the start of work, the Contractor shall notify the Engineer in writing of its anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the Engineer in writing of any changes in its source or anticipated source of materials.
- e.) The Town may require the Contractor to dismiss from the work such employee or employees as the Engineer may deem incompetent, careless, or insubordinate.

#### **134. "OR EQUAL" CLAUSE**

- a.) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the owner's opinion. It shall not be purchased or installed without its written approval. In all cases, new material shall be used in the project.
- b.) If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the Engineer or the Engineer's authorized agent, is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, may be accepted.

#### **135. SAMPLES, CERTIFICATES AND TESTS**

- a.) The Contractor shall submit all materials or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the CTDOT or the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with the Contract requirements, shall give the name and brand of the product, its place of origin, the name of address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- b.) Approval of any materials shall be general and shall not constitute a waiver of the Town's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by

proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the Engineer, the cost of such removal or replacement shall not be considered cause for a change in the Contract price or for extension of the Contract time.

- c.) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the CTDOT or the Engineer;
  2. The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
  3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

### **136. CARE OF WORK**

- a.) The Contractor shall be responsible for the continuous and proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Town. All damaged work and materials shall be immediately removed from the Project Area and replaced at the Contractor's expense.
- b.) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Town, is authorized to act at its discretion to prevent such threatened loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Town. Any compensation claims by the Contractor on account of such emergency work will be determined by the Town as provided in the Section CHANGES IN THE WORK under GENERAL CONDITIONS".
- c.) The Contractor shall avoid damage as a result of its operations to existing curbs, utilities, (except those which are to be replaced or removed), sidewalks, streets, pavements, adjoining property, etc., and it shall, at its' own expense completely repair any damage thereto caused by its operation to the satisfaction of the Town.
- d.) The Contractor shall shore up, brace, underpin, secure, and protect as many as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the Improvements, embraced in the Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town from any damages or account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

### **137. PARTIAL USE OF SITE IMPROVEMENTS**

The Engineer, upon his election, may give notice to the Contractor and place in use those sections of the improvement's which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in the engineer's opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided:

- a.) The use of such sections of Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b.) The Contractor shall not be responsible for any damages or maintenance cost due directly to the use of such sections.
- c.) The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.
- d.) The period of guarantee stipulated in the Section - "GENERAL GUARANTY under GENERAL CONDITIONS, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under the Contract. e.) Notice shall not constitute final acceptance.

### **138. FIRES**

Burning shall not be permitted.

### **139. BLASTING AND EXPLOSIVES**

- a.) If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at his expense. Permits and licenses must be shown to the Engineer on request.
- b.) Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work under way and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separately from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.
- c.) An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.
- d.) Explosives shall be of such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work. The use of the maximum number of drill holes, together with minimum quantities of explosives in each drill hole and utilizing split-second delayed caps is the preferable method of accomplishing the blasting operations in conjunction with rock excavation.
- e.) The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given all persons in the vicinity before any blast is discharged.

- f.) When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.
- g.) When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.
- h.) The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation and, if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.
- i.) In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.
- j.) The Contractor shall notify each public utility, or others having structures in proximity to the site and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not, in any way, relieve the Contractor of responsibility for any damage resulting from his blasting operations.
- k.) When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.
- l.) The Contractor is required to perform a Pre-Blast Survey of all existing structures, drinking water wells and surface improvements within the area of blasting influence. This survey could be used to refute or justify damage claims brought against the Contractor. A copy of the survey(s) shall be provided to the Engineer.
- m.) When blasting must occur in close proximity to gas or other utility lines, the Contractor must notify the utility company and conform to the policies of said company.

#### **140. DEWATERING**

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing water from trenches, tunnels and other parts of the work, and for preventing the slopes from sliding or caving. The Contractor shall satisfactorily remove all water which interferes with the work. The flow of all sewers, drains, house connections and water courses encountered shall be maintained and provided for by the Contractor without damage or nuisance to other parties. All connections shall be restored as ordered. Before any masonry is placed or sewer pipes are laid, suitable drains shall be provided as needed and maintained in order that the bottom may be free from water and sufficiently dry at all times. No masonry of any kind laid in cement mortar shall be placed in water. No water shall be allowed to flow over or rise up on fresh concrete and no drainage shall be allowed to enter the sewer until such time under such conditions as the Engineer may direct.

The Contractor shall provide and operate additional pumps or drains at any place where the Engineer shall deem them necessary.

Where in the opinion of the Engineer, some form of under-drainage is necessary but conditions do not warrant the installation of tile or pipe underdrain, the Engineer may order a layer of broken stone of suitable size placed in the bottom of the trench below the sewer, to serve as a drain.

No direct payment shall be made for the work specified herein, but compensation for such work and all expenses incidental thereto shall be considered as having been included in the Contract bid prices for the various items of work.

#### **141. ACCIDENT PREVENTION**

- a.) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its undertaking of or its failure to undertake the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Town determines to be reasonably necessary. Any costs arising out of the taking of such health or safety measures shall be borne by the Contractor. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b.) To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Owner and the Engineers and their officers, agents and employees against any and all damages to property or injuries to or death of any person or persons including property or injuries to officers, employees or agents of the Owner and the Engineers and shall defend, indemnify and save harmless the Owner and the Engineers and their officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or missions of employees or agents of the Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner, the Engineers, their agents and employees against all liability, judgments, costs and expenses which may in any way result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect and maintain sufficient railing or fence as required by Section 13a149, Connecticut General Statutes and against all liability from defects claimed to be in violation of Section 13a149, Connecticut General Statutes.

#### **142. ACCIDENT RECORDS AND REPORTS**

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work under the Contract. The Contractor shall promptly furnish the Engineer with reports concerning these matters.

#### **143. SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and the Town. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

#### **144. REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, as directed during the progress of the work, or periodically remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will not be allowed.

No separate payment will be made for this removal and clean up, and all costs shall be included in the applicable Contract unit prices.

#### **145. VACANT**

#### **146. VACANT**

#### **147. DISPUTES**

- a.) All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filled in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Notice thereof.
- b.) The Contractor shall submit in detail its claim and its proof thereof. Each decision by the governing body of the Town will be in writing.
- c.) If the Contractor does not agree with any decision of the Town it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest and it may then except the matter in question from the final release.

#### **148. VACANT**

#### **149. PAYMENT TO CONTRACTOR**

##### **1. Partial Payment**

- a.) The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for the Engineer's approval.

The amount of the payment due the Contractor shall be determined by the total value of the work completed to date, and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement.

- b.) Monthly or partial payments made by the Town to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the rights of the Town to require the fulfillment of all terms of the Contract and delivery of all improvements embraced in the Contract complete and satisfactory to the Town in all details. The Town may elect to withhold a portion of the payment owed the Contractor in accordance with Section 3 below.
- c.) On the 5th day of each month, the Contractor will submit to the Engineer, for review, an Application for Payment filled out and signed by the Contractor covering the completed work as of the date of application, including such other data as the Engineer may require. Materials stored on the site for future installation shall not be included in the Application for Payment. The Contractor must allow adequate time before the 5th day of each month for a quantity review by the Engineer before the application is submitted.
- d.) The Contractor warrants and guarantees that title to all work, materials and equipment included and covered by the Application for Payment will have passed to the Contractor, prior to making the application, free and clear of all liens, claims, security interest and encumbrances.
- e.) The Engineer will, within seven (7) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment before the 14th of the month. In all cases, the final Engineer approved Application for Payment must be received by the Town of Vernon prior to 9:00 A.M. on the 15th of each month to insure adequate processing time by the Town for that month. Should the 15th fall on a weekend or holiday, the submission deadline will be by 9:00 A.M. on the next working day.
- f.) For all applications approved by the Engineer and accepted and approved by the Town of Vernon by the end of the month, payment will be made to the Contractor by the last day of the following month.

2. Retainage

a.) The amount paid the Contractor shall be the amount due less five percent (5%) retainage. Upon substantial completion of the work, as certified by the Engineer, said percentage of retainage may be reduced to a mutually acceptable figure up to a minimum of two percent (2%). The retainage will be held by the Owner until the completion and acceptance of the work.

b.) The Town may reinstate up to five percent (5%) withholding if the Town determines, at its discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

3. Final Payment

- a.) After final inspection and acceptance by the Town of all work under the Contract, the Contractor shall prepare a requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to the Contractor furnishing the Town with the release in satisfactory form of all claims against the Town under and by virtue of this contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.
- b.) The Town, before paying the final estimate, will require the Contractor to furnish releases of receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project) and services to the Contractor, if the Town deems the same necessary in order to protect its interest. The Town, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract. Further, the Town may, if it deems such action advisable, make payment in part or in full to the Contractor, although the Town has notice or knowledge of the existence of claims, causes of action, or disputes by subcontractors, laborers, material men, suppliers of equipment and services and others, against the Contractor, and any payments so made shall in no ways impair the obligations of any surety or sureties furnished under this Contract.
- c.) Before the approval of the final estimate, the Contractor shall submit to the Owner and to his Surety, a notarized CONTRACTOR'S AFFIDAVIT attesting to the fact that the bills of whatever nature have been paid. See "Withholding Payment" requirements below
- d.) In addition, a list of all claims by residents shall be submitted by the Contractor's insurance company, stating the status of each claim.
- e.) In addition, before approval of the final estimate, the Contractor's Surety shall submit to the Owner and the Engineer a STATEMENT OF SURETY COMPANY stating satisfaction in following careful examination of the books and records of the Contractor and, after receipt of CONTRACTOR'S AFFIDAVIT described above, all claims for labor and materials related to the Contract have been satisfactorily settled.
- f.) In addition, before the release of final payment, the Contractor shall submit to the Owner, completed CERTIFICATES OF WAIVER & RELEASE OF CLAIMS, the MAINTENANCE BOND and CONTRACTOR'S FINAL RELEASE. The Maintenance Bond shall be in the amount of Ten Percent (10%) of the Contract Sum and shall be in effect for one (1) year after release of final payment.

#### 4. Withholding Payment

The Engineer may withhold a Requisition for Payment in whole or in part, to the extent reasonably necessary to protect the Town. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and the Town. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Town. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Town from loss for which the Contractor is responsible, including loss resulting from acts and omissions because of:

- a.) defective work not remedied;
- b.) third party claims filed or reasonable evident indicating probable filing of such claims unless security acceptable to the Town is provided by the Contractor;
- c.) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- d.) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
- e.) damage to the Town or another contractor;
- f.) reasonable evidence that the work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- g.) persistent failure to carry out the work in accordance with the Contract Documents.

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

The foregoing provisions shall be construed solely for the benefit of the Town and will not require the Town to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any money for their protection unless the Town elects to do so. The failure or refusal of the Town to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

#### 5. Payments Subject to Submission to Certificates

Each payment to the Contractor by the Town shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS.

#### 6. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. With acceptance of final payment, the Contractor shall sign a CONTRACTOR'S RELEASE relieving the Owner of all further claims arising from the Contract. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

### 150. CONTRACTOR/SUBCONTRACTOR PAYMENT PROCEDURES

This section is a supplement to and an addition to the terms, conditions and requirements of General Condition Section PAYMENT TO CONTRACTOR.

1. Before any payment is made by the Town to the Contractor, said Contractor shall submit to the Town lien waivers for the month signed by all subcontractors showing that they have received payment. If any subcontractor has not been paid, a written statement explaining the reason why shall be submitted to the Town. The lien waiver form shall contain a notice to the subcontractor stating that the Contractor can not withhold payment for the reason that the Contractor has not been paid.

2. To ensure prompt payment of subcontractor, the Contractor shall make payment to any subcontractor within thirty (30) days of the payment by the Town to the Contractor for any work performed or for materials furnished by such subcontractor, provided the Contractor has a bona fide reason for such withholding and if the Contractor notifies the affected subcontractor in writing of its reasons for withholding such payment and provides the Town with a copy of the notice within such thirty day period.
2. The Contractor shall include in each subcontract entered into by the Contractor the following:
  - a). A payment clause which obligates the Contractor to pay the Subcontractor for satisfactory performance under its subcontract within thirty (30) day out of such amounts are paid to the Contractor by the Town under such Contract; and
  - b). An interest penalty clause which obligates the Contractor to pay the subcontractor an interest penalty of one and a half one percent per month, or any higher amount allowed by law, on amounts due in the case of each payment not paid in accordance with the payment clause included in the subcontract pursuant to provision (3) (a) above.
  - c). A clause which states that the Contractor may not withhold retainage from the subcontractor in any percentage greater than the percentage being withheld from the Contractor's requisition. The Contractor shall reference section PAYMENT TO CONTRACTOR of these Contract General Conditions.

#### **151. FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Town having charge of inspection. If the Engineer determines the status of the Improvements is as represented, the Engineer will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon as practicable. The inspection party may include representatives of each department of the Town having charge of Improvements of like character.

#### **152. DEDUCTION FOR UNCORRECTED WORK**

If the Town deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract price will be made subject to settlement, in case of dispute, as herein provided.

#### **153. TERMINATION: DELAYS AND LIQUIDATED DAMAGES**

- a.) Termination of Contract. If the Contractor should be adjudged as bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of its insolvency, or if it should fail to make prompt payment to subcontractors or for material or labor, or if the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or if the Contractor should otherwise be guilty of a substantial violation of a provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days

written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the Town may take over the work and prosecute the same to completion by Contract or otherwise and the Contractor and its sureties shall be liable to the Town for liquidated damages for any delay in the completion of the work, as provided in these Contract Documents. If the Contractor's right to proceed is terminated, the Town may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

b.) Excusable Delays. The right of the Contractor to proceed shall not be terminated for any delays in the completion of work due:

1. To any acts of Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
2. To any acts of the Town except as such acts are permitted by the Contract Document;
3. To cause not reasonably foreseeable by the parties to this Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other Contract with the Town, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraph 1, 2, or 3 of this paragraph "B", provided, however, that the Contractor promptly notify the Town in ten (10) days, in writing, of the cause of the delay. Upon receipt of such notification, the Town shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract the delay is properly excusable, the Town shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

#### **154. GENERAL GUARANTY**

Neither the final certificates of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Town or the public shall constitute an acceptance of work not done in accordance with the Contract, or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless otherwise specified. The Contractor will give notice of defective materials and work with reasonable promptness

## Special Conditions

All parties are reminded that this project is being done on a Town of Vernon School Facility and as such, additional care may be required to reduce or eliminate interruptions to the School Programs, Town Recreation Program and the public at large. It is intended that the project will commence only after the School Summer Recess begins, tentatively on or after June 13<sup>th</sup> (which may be adjusted if needed). The project must be completed on or before August 23, 2019. In the event that the project is not completed by this deadline, Liquidated Damages will be levied against the contractor for each day in excess of this deadline. Additionally, after this date, access to and through the school facility will be limited, with no hauling or deliveries of materials between 7am to 2:30pm. Furthermore, the contractor's personnel and subcontractors will be required to check-in at the School Office prior to entering the facility.

While working during the summer recess, it is essential that the contractor, their personnel, and subcontractors be mindful of others on site, including summer school programs, organized sporting activities and individual recreational uses. The work area shall be defined in the field and the contractor shall endeavor to limit access in this area to only vehicles and equipment required to execute the work. Employee personal vehicles should be parked in the existing school parking areas to reduce the traffic into and from the work area.

Any facilities and/or grounds damaged as a result of the Contractor's activities in executing this work shall be restored the same or better than original condition at no additional cost to the project.

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## Technical Specifications

## SECTION 2.01

### CLEARING AND GRUBBING

**2.01.01—Description:** This work shall consist of clearing the ground of trees, stumps, brush, rubbish and all objectionable material in accordance with these specifications or as directed by the Engineer. This work shall also include the clearing of the ground necessary for the construction and installation of drainage, structures, ditches, channels, fences and other appurtenances. Included in this work shall be the preservation from injury or defacement of vegetation and objects designated to remain.

**2.01.03—Construction Methods:** The Contractor shall mark all trees, shrubs and plants to be removed in accordance with the plans and these specifications. The Engineer shall have 7 days to field review the markings and make any adjustments prior to the start of the clearing operation. Within the excavation lines all trees shall be cut off and stumps removed to a depth of not less than 12 inches (300 millimeters) below the graded surface.

Within the fill lines where an embankment is to be made not more than 5 feet (1.5 meters) in depth, trees, stumps, roots, etc., shall be removed. Where the embankments to be made exceed 5 feet (1.5 meters) in depth, trees, stumps, roots, etc., shall be cut off to within 6 inches (150 millimeters) of the ground surface.

In areas where clearing is necessary for the construction and installation of various appurtenances, all trees and stumps shall be cut flush with the ground; and all dead or uprooted trees, brush, roots or otherwise objectionable material shall be removed as directed unless otherwise indicated on the plans.

Prior to clearing operations, a meeting must be held. Those attending the meeting should include the Contractor, the Engineer, the designer, local tree warden or equivalent, and the District Environmental Coordinator. All clearing issues shall be resolved to the satisfaction of the Engineer before any trees are cut.

All trees scheduled to be removed outside of the proposed gutter or curblines shall be visibly marked or flagged by the Contractor at least seven days prior to cutting of such trees.

The Engineer will inspect the identified trees within 7 days of the marking of the trees and verify the limits of clearing and grubbing prior to the Contractor proceeding with his cutting operation.

All branches of trees extending within the roadway shall be trimmed as directed to provide a 16-foot (5-meter) minimum vertical clearance including selective trimming of such trees as directed.

The Contractor shall dispose of all such trees, stumps, brush, etc., in a satisfactory manner and shall remove all rubbish and refuse from within the highway limits.

All excavations made below subgrade surface by the removal of trees, stumps, etc., shall be filled with suitable material, which shall be compacted thoroughly in accordance with the provisions governing formation of embankments.

All fences, stonewall fences and ornamental and utilitarian domestic accessories, such as, but not limited to garden pools, arbors, stair railings, fireplaces, sheds and incinerators, within the highway limits shall be removed as directed. However, the removal of materials in stonewalls, that are to be removed and not used in a new stonewall fences, will be paid for according to the provisions of Section 2.02.

All road signs, mail boxes, etc., shall be removed and reset as directed.

**2.01.04—Method of Measurement:** When no price for "Clearing and Grubbing" is asked for on the proposal form, the cost of the work as described above shall be included in the cost of the grading items and no direct payment for "Clearing and Grubbing" will be made.

When a price is asked for on the proposal form on a lump sum basis, this shall include all the work as described above, which may be necessary to properly complete the project, unless the item is included under another project pay item.

Should the project be increased in length or the scope of work increased due to construction changes beyond the requirements hereinabove, any additional work required will be paid for as extra work. Should the project be decreased in length, a suitable credit, mutually agreed upon and based on the reduction in actual work or scope, will be taken by the State.

The work, material, tools, equipment and labor incidental to the disposal of trees, stumps, etc., will not be measured for payment.

**2.01.05—Basis of Payment:** Payment for this work will be at the contract lump sum for "Clearing and Grubbing," except as noted above, and shall include all equipment, tools and labor incidental to the completion of this item.

All costs incidental to the disposal of trees, stumps, etc., will be included in the price of "Clearing and Grubbing."

Pay Item	Pay Unit
Clearing and Grubbing	l.s.

## ITEM #211000 - ANTI-TRACKING PAD

**Description:** This work shall consist of furnishing, installing, maintaining and removing a crushed stone anti-tracking pad on geotextile filter fabric. All areas affected by the anti-tracking pad shall be restored to the original or plan contours. If shown on the plans or ordered by the Engineer, the restored areas shall be stabilized with turf establishment.

**Materials:** The crushed stone shall meet the grading requirements of Article M.01.01 for 2-in (No. 3) coarse aggregate. Geotextile filter fabric shall meet the requirements of Section 7.55 and Subarticle M.08.01-19. Topsoil, if necessary, shall meet the requirements of Article M.13.01. Seed, if necessary, shall meet the requirements of Article M.13.04. Fertilizer, if necessary, shall meet the requirements of Article M.13.03. Mulch, if necessary, shall meet the requirements of Article M.13.05.

**Construction Methods:** Clear area of anti-tracking pad of all vegetation and excavate to a minimum depth of 4 in. Place geotextile filter fabric over the full width and length of excavated area and cover with No. 3 crushed stone to a minimum depth of 4 in. The anti-tracking pad shall be uniformly graded to produce the entry and exit path to the Site for all construction equipment. The pad shall be maintained of sufficient grading and stone surface to capture all soils and sediment from equipment tires prior to such exiting from the Site. Crushed stone shall be replenished or replaced as necessary or as ordered by the Engineer to assure sufficient capture of sediment at the construction Site. Any sediment or crushed stone tracked off the Site shall be immediately cleaned, swept and removed by the Contractor at no cost to the State. At the end of the construction, the anti-tracking pad shall be removed and the site shall be restored to its original condition.

**Method of Measurement:** This work will be measured for payment by the number of square yards of accepted anti-tracking pad completed as shown on the plans or as ordered by the Engineer.

**Basis of Payment:** Payment for this work will be made at the Contract unit price per square yard for "Anti-Tracking Pad," which shall include furnishing and placing all material, including the geotextile; for maintaining the anti-tracking pad during the Project construction period; for removing the anti-tracking pad after completion of the Project; for restoring the Site, including any required turf establishment; and for all labor, equipment, tools, and incidentals required to complete the work as well as the cleaning and sweeping of any sediment or crushed stone tracked off the Site. Clearing and grubbing required to install the anti-tracking pad will be paid under the item "Clearing and Grubbing."

Pay Item	Pay Unit
Anti-Tracking Pad	s.y

## SECTION 2.19

### SEDIMENTATION CONTROL SYSTEM

**2.19.01—Description:** This work shall consist of furnishing, placing, maintaining and removing sedimentation control systems as shown on the plans or as directed by the Engineer. Maintaining shall include the clean out of accumulated sediment.

**2.19.02—Materials:** Hay bales shall be made of hay with 40 pounds minimum weight and 120 pounds maximum weight. Wood stakes shall be a minimum of 1 inch x 1 inch nominal size by a minimum of 3 feet long.

The geotextile used in silt fence shall be non-rotting, acid and alkali resistant and have sufficient strength and permeability for the purpose intended, including handling and backfilling operations. Fibers shall be low water absorbent. The fiber network must be dimensionally stable and resistant to delamination. The geotextile shall be free of any chemical treatment or coating that will reduce its permeability. The geotextile shall also be free of any flaws or defects which will alter its physical properties. Torn or punctured geotextiles shall not be used. The Engineer reserves the right to reject any geotextile he deems unsatisfactory for a specific use.

**2.19.03—Construction Methods:** Hay bales shall be placed by the Contractor in locations shown on the plans or as directed by the Engineer. They shall be placed lengthwise with ends of adjacent bales tightly abutting one another. All bales shall be installed so that bindings are oriented around the sides, rather than along the tops and bottoms. Bales shall be entrenched 4 inches and backfilled, with the backfilled soil placed toward the potential silt source. They shall be held in place by two wooden stakes in each bale, with loose straw inserted in voids between the bales. Bales shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer. Clean out of accumulated sediment shall be accomplished when one-half of the original height of the bales as installed becomes filled with sediment or as directed by the Engineer.

Geotextile sedimentation control systems may consist of either a prefabricated geotextile fence or a geotextile fence assembled by the Contractor in the field. Geotextile sedimentation control systems shall be installed so that the bottom 6 inches of the fabric is buried by either trenching or by laying the 6-inch section horizontally on the ground and burying by ramping the soil up to the control fence. All geotextile fences shall be at least 30 inches in exposed height as installed, with not less than a 2-degree and not more than a 20-degree inclination toward the potential silt source. Hardwood posts shall have a minimum cross-section size of at least 1.5 inches x 1.5 inches and a minimum length of 42 inches. Steel posts shall be at least 0.5 pounds per linear foot with a minimum length of 48 inches. Spacing between posts shall not exceed 10 feet, and all posts shall be driven a minimum of 12 inches into the ground. When joints between sections of geotextile sedimentation control systems are necessary, geotextile shall be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.

The installations shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer. Clean out of accumulated sediment shall be accomplished when one-half of the original height of the sedimentation control system, as installed, becomes filled with sediment or as ordered by the Engineer.

The geotextile fence systems will be completely removed from the project at the completion of the project, unless specifically authorized by the Engineer to be left in place.

Hay bale systems will be allowed to remain in toe of slope areas unless ordered removed by the Engineer.

Unless a specific type of sedimentation control system is indicated on the plans or directed by the Engineer, the type of system will be at the Contractor's option.

**2.19.04—Method of Measurement:** This work will be measured for payment by the actual number of linear feet of "Sedimentation Control System" (hay bales or silt fence) installed and accepted. Measurement shall be made along the center-line of the system. Replacement systems will not be measured for payment.

**2.19.05—Basis of Payment:** Payment for this work will be made at the contract unit price per linear foot for "Sedimentation Control System" complete in place, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the clean out of accumulated sediment.

Pay Item	Pay Unit
Sedimentation Control System	l.f.

### Section 7.03 Riprap

**7.03.01 – Description:** Riprap shall consist of angular shaped stones used to protect foundations of piers, abutments, walls, slopes of embankments and waterways from water damage.

**7.03.02 – Materials:**

**1. Stone:** The stone for this work shall be the type called for on the plans and shall meet the requirements of Article M.12.02

**2. Bedding:** The bedding material shall conform to the specifications of the material indicated on the plans.

**7.03.03 – Construction Methods:** The area to be protected by riprap shall be accurately shaped prior to placing any bedding material or riprap. Where bedding material is called for, it shall be placed on the prepared area and compacted to the depth, lines and grades indicated on the plans. The riprap shall be placed to its full course thickness in a single operation in such a manner as to produce a reasonably well-graded mass of rock without causing displacement of the underlying material. The finished surface shall be free from pockets of small stones and clusters of larger stones. Placing this material by methods likely to cause segregation of the various sizes of stone will not be permitted. Rearranging of individual stones by mechanical or hand methods will be required to the extent necessary to obtain a reasonably well-graded distribution of the specified stone sizes. The completed course shall be of the specified thickness and to the lines and grades as shown on the plans or as ordered by the Engineer.

**7.03.04 – Method of Measurement:** The quantity of riprap measured for payment shall be the number of cubic yards whose length and width is measured in place as accepted and the thickness as shown on the plans.

**7.03.05 – Basis of Payment:** This work will be paid for at the unit price per cubic yard for the type of riprap indicated, complete in place, including all materials, equipment, tools and labor incidental thereto.

Excavation and bedding material will be measured and each paid for under its particular pay item.

Pay Item	Pay Unit
Intermediate Riprap	c.y.
Modified Riprap	c.y.

## Section 7.55 Geotextile

**7.55.01 – Description:** This item shall consist of furnishing and installing geotextile in the location and to the dimensions shown on the plans or as directed or approved by the Engineer.

**7.55.02 – Materials:** Geotextile shall meet the requirements of M.08.01-19 Geotextiles. Materials incidental to and necessary for the installation of the geotextile, such as, but not limited to, sewing thread, staples, pins, etc., shall meet the requirements of the manufacturer of the geotextile.

**7.55.03 – Construction Methods:** The geotextile shall be installed at the locations and to the dimensions shown on the plans or as directed by the Engineer. Geotextile shall be installed as recommended by the manufacturer for the specific use or purpose intended, or as otherwise approved by the Engineer.

**7.55.04 – Method of Measurement:** This work will be measured for payment by the actual number of square yards of the type indicated on the plans or authorized by the Engineer. Geotextile specifically included in the payment of another item will not be measured for payment under this item. No additional measurement will be made for necessary lap material.

**7.55.05 – Basis of Payment:** This work will be paid for at the Contract unit price per square yard of “Geotextile” complete in place, which price shall include all materials, labor tools, and equipment incidental and necessary.

Pay Item	Pay Unit
Geotextile	s.y.

## **ITEM #0905011 – REMOVE AND RESET CHAIN LINK FENCE**

### **Article 9.06.01 - Description:**

This item shall consist of removing existing chain link fence, posts and fabric to the limits shown on the plans and resetting the fence or fence fabric and posts to provide a clean finished fence and end post at the locations shown on the plans or as directed by the Engineer.

### **Article 9.06.02 - Material:**

The materials furnished and used for this work shall be existing and/or consistent with the existing fence.

### **Article 9.06.04 - Measurement:**

This work will be measured per linear foot of fence and post reset, measured along the bottom of fence, so that the fence and post is consistent with the location and limits shown on the plans.

### **Article 9.06.05 - Payment:**

This work will be paid for at the contract unit price per linear foot of "Reset Fence" complete in place, which price shall include all materials, tools, equipment, and labor incidental thereto to include but not limited to all excavation, cutting of fence and fabric, removal of fence, connection to existing fence to remain, removing and resetting posts, filling and disposal of surplus material necessary to complete the work.

Pay Item	Pay Unit
Reset Fence	l.f.

## **ITEM #913984 - TEMPORARY BARRIER FENCE**

**Description:** This work shall consist of furnishing, and maintaining a temporary plastic barrier fence at the location shown on the plans, or where directed by the Engineer.

**Materials:** Materials for the temporary barrier fence shall meet the following requirements:

Fence: High-density polyethylene mesh, minimum height shall be 4', color to be orange.

Posts: Rigid metal or wood, minimum length, 6'

Ties: Steel wire, #14, or nylon cable ties

**Construction Methods:** Temporary barrier fence shall be erected prior to moving construction equipment onto any area designated for protection. The line of fencing indicated on the plans shall be marked out by the Contractor and approved by the Engineer. Upon approval of the layout, posts shall be securely driven on an 8' maximum to a depth of 1/3 the post length. Plastic barrier fence shall be placed along the sides of all posts. Ends of fencing segments shall overlap a distance of at least one half of the fence height. Fencing shall be secured to the posts with wire or cable ties at the top, middle and bottom. Fasteners shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Maintenance of the barrier fence shall commence immediately after the installation and shall continue until the completion of the project. Maintenance shall consist of restoring damaged posts and fencing to its original height and condition.

**Method of Measurement:** The quantity to be measured for payment will be the number of Temporary Barrier Fence erected, measured to the nearest foot. The overlap will not be measured for payment.

**Basis of Payment:** The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work.

Pay Item	Pay Unit
Temporary Barrier Fence	L.F.

## **Section 9.44 Topsoil**

**9.44.01 – Description:** This work shall consist of furnishing, placing and shaping topsoil in areas shown on the plans or where directed by the Engineer. The topsoil shall be placed to a depth of 4 inches unless stated otherwise in the Contract.

**9.44.02 – Materials:** The material shall meet the requirements of Subarticle M.13.01-1.

**9.44.03 – Construction Methods:** The Contractor shall notify the Engineer of the location of the topsoil at least 15 calendar days prior to delivery. The topsoil and its source shall be inspected and approved by the Engineer before the material is delivered to the Project.

The areas on which topsoil is to be placed shall be graded and shaped to the lines and grades shown on the plans, or as directed by the Engineer. The required depth to which the topsoil is to be placed is to be the depth after settlement of material has taken place. All stones, roots, debris, sod, weeds and other undesirable material shall be removed. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding. During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement. It shall be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

**9.44.04—Method of Measurement:** This work will be measured for payment by the number of square yards of area on which the placing of topsoil has been completed and the work accepted.

**9.44.05—Basis of Payment:** Payment for this work will be made at the Contract unit price per square yard for "Furnishing and Placing Topsoil" which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item	Pay Unit
Furnishing and Placing Topsoil	s.y.

## **SECTION 9.50**

### **TURF ESTABLISHMENT - EROSION CONTROL MATTING**

**9.50.01—Description:** The work included in this item shall consist of providing an accepted uniform stand of established perennial turf grasses by furnishing and placing fertilizer, seed, and mulch on all areas to be treated as shown on the plans or where designated by the Engineer. The work will also include the installation of erosion control matting, as shown on the plans or where designated by the Engineer, consisting of mulch and netting woven together as a unit.

**9.50.02—Materials:**

Seed shall meet the requirements of Article M.13.04.

Fertilizer shall meet the requirements of Article M.13.03.

Mulch shall meet the requirements of Article M.13.05.

Erosion control matting, if required, shall be from the Department's Qualified Products List and shall meet the requirements of Article M.13.09.

**9.50.03—Construction Methods:** Construction Methods shall be those established as agronomically acceptable and feasible and which are approved by the Engineer.

**1. Preparation of the Seedbed:**

a) Level areas, medians, interchanges and lawns: These areas shall be made friable and receptive for seeding by disking or by other approved methods to the satisfaction of the Engineer. All disturbed soil areas at final grade shall be seeded within 7 days, or as directed by the Engineer, in accordance with these specifications. In all cases, the final prepared and seeded soil surface shall meet the lines and grades for such surface as shown in the plans, or as directed by the Engineer.

b) Slope and Embankment Areas: These areas shall be made friable and receptive to seeding by disking or by other approved methods which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface.

c) All areas to be seeded shall be reasonably free from weeds taller than 3 in. Removal of weed growth from the slope areas shall be by approved methods, including hand-mowing, which do not rut or scar the slope surface, or cause excessive disruption of the slope line or grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

**2. Seeding Season:** The optimal calendar dates for seeding are:

Spring—March 15 to June 30

Fall—August 15 to October 30

All disturbed soil areas at final grade shall be seeded within 7 days, in accordance with these specifications. Any seeding outside the optimal dates shall be performed in the same manner. Since acceptable turf establishment is less likely, the Contractor shall be responsible for reseeding until the turf stand conforms to Subarticle 9.50.03-5.

**3. Seeding Methods:** The grass seed mixture shall be applied by any agronomically acceptable procedure. The rate of application shall be no less than 175 lb./ac. Fertilizer shall be initially applied at a rate of 320 lb./ac during or preceding seeding. When wood fiber mulch is used, it shall be applied in a water slurry at a rate of 2,000 lb./ac with or immediately after the application of seed, fertilizer and limestone (if limestone is required). When the grass seeding growth has attained a height of 6 in, the specified areas designated herein shall be mowed to a

height of 3 in. Following mowing, all seeding grass areas (mowed and un-mowed) shall receive a uniform application of fertilizer hydraulically placed at the rate of 320 lb./ac.

**4. Disturbance:** The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where any disturbance has occurred, the Contractor shall rework the soil to make a suitable seedbed, then re-seed and mulch such areas with the full amounts of the specified materials, at no additional cost to the State.

**5. Stand of Perennial Turf Grasses:** The Contractor shall provide and maintain a uniform stand of established turf grass species having attained a height of 6 in consisting of no less than 100 plants per square foot throughout the seeded areas until the entire Project has been accepted. Reseeding required to achieve and maintain a uniform stand of established turf grass species shall be at no additional cost to the State.

**6. Establishment:** The Contractor shall keep all seeded areas free from weeds and debris, such as stones, cables, baling wire, and shall mow at its own expense, on a 1-time-only basis, all slopes 4:1 or less (flatter) and level turf established (seeded) areas to a height of 3 in when the grass growth attains a height of 6 in. Clean-up shall include, but not be limited to, the removal of all debris from the turf establishment operations on the shoulders, pavement or elsewhere on adjacent properties publicly and privately owned.

**7. Erosion Control Matting:** Erosion control matting shall be installed following seeding where called for on the plans or as directed by the Engineer. Staples shall be installed as per manufacturer's recommendations. Where 2 lengths of matting are joined, the end of the up-grade strip shall overlap the down-grade strip per the manufacturer's recommendations. The Contractor shall maintain and protect the areas with erosion control matting until such time as the turf grass is established. The Contractor shall replace or repair at its own expense any and all erosion control matting areas damaged by fire, water or other causes including the operation of construction equipment. No mowing will be required in the locations where erosion control matting is installed.

**9.50.04—Method of Measurement:** This work will be measured for payment by the number of square yards of surface area of accepted established perennial turf grass as specified or by the number of square yards surface area of seeding actually covered and as specified. Erosion control matting will be measured by the number of square yards of surface area of erosion control matting installed and accepted.

**9.50.05—Basis of Payment:** This work will be paid for at the Contract unit price per square yard for "Turf Establishment" which price shall include all materials, mowing, maintenance, equipment, tools, labor, and work incidental thereto. Partial payment of up to 60% may be made for work completed, but not accepted. Erosion control matting will be paid for at the Contract unit price per square yard for "Erosion Control Matting" complete in place and accepted, which price shall include the hay mulch, netting, staples, maintenance, equipment, tools, labor, and work incidental thereto.

Pay Item	Pay Unit
Turf Establishment	s.y.
Erosion Control Matting	s.y.

## **SECTION 9.75**

### **MOBILIZATION AND PROJECT CLOSEOUT**

**9.75.01—Description:** This item consists of

1. all work necessary for moving Project personnel and equipment to the Project Site;
2. all work necessary for the establishment of the Contractors' field offices, buildings and other facilities necessary for Contract performance;
3. the preparation of work plans and other documents that must be submitted by the Contractor to the Department prior to the start of physical Project construction. These initial submittals are identified elsewhere in the Contract and may include Project schedules, Project management plans, staging and storage areas, safety plans, quality control plans, erosion and sedimentation control plans, and other documents addressing general Project sequencing or management;
4. demobilization of plant and equipment;
5. completion of all physical work, and
6. completion of administrative closeout items as required by the Contract. The work entailed in this item shall not be subcontracted in whole or part.

**9.75.04—Method of Measurement:** This work will be measured for payment in the manner described hereinafter; however, the total Contract amount earned will not include payments for mobilization that were earned during the period covered by the current monthly estimate, but will include those payments for mobilization that were previously earned and certified for payment.

1. When the first Project payment estimate is reviewed by the Engineer, 25% of the lump sum bid price for this item or 2.5% of the total original Contract price, whichever is less, will be certified for payment as a part of that estimate.
2. When the Contractor's initial Project submittals are accepted by the Engineer, 50% of the lump sum bid price for this item or 5% of the total original Contract price, whichever is less, minus any previous Project payments made to the Contractor for this item, will be certified for payment.
3. When the Contractor's initial Project submittals are accepted by the Engineer, and 15% of the total original Contract price has been earned by the Contractor, 70% of the lump sum price of this item or 7% of the total original Contract price, whichever is less, minus any previous Project payments made to the Contractor for this item, will be certified for payment.
4. When 30% of the total original Contract price has been earned by the Contractor, 85% of the lump sum price of this item or 8.5% of the total original Contract price, whichever is less, minus any previous payments made to the Contractor for this item, will be certified for payment.
5. When the requirements of Article 1.08.13 have been satisfied by the Contractor, 95% of the lump sum price of this item, minus any previous payments made to the Contractor for this item, will be certified for payment.
6. When the requirements of Article 1.08.14 have been satisfied by the Contractor, 483 9.76.02 100% of the lump sum price of this item, minus any previous payments made to the Contractor for this item, will be certified for payment. When this payment is made, the Contractor should have received full Contract payment for this item. Nothing herein shall be construed to limit or preclude the Department from making partial payments to the Contractor that are provided for elsewhere in this Contract.

**9.75.05—Basis of Payment:** The work under this item will be paid for at the Contract lump sum price for “Mobilization and Project Closeout, “ which price shall include materials, equipment, tools, transportation, labor and all work incidental thereto. Payment for this item shall be made only once; i.e., for only 1 instance of mobilization as described in Article 9.75.01 above. If the Contractor mobilizes equipment or facilities more than 1 time during the course of the Project, due to reasons solely the responsibility of the Department, the additional work entailed therein will be paid for as extra work as specified in Article 1.04.05.

Pay Item	Pay Unit
Mobilization and Project Closeout	l.s.