

CONTRACT FORM
INCLUDING SPECIFICATIONS
FOR FIELD OBTAINED PAVEMENT CORES
BY DRILLING CONTRACTORS

STATE PROJECT NO. 78-92
BRIDGE NOS. 01708 & 03374
WEST ROAD UNDER ROUTE 2
MARLBOROUGH, CT

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INVITATION TO BID

Proposals for the performance of field obtained pavement cores, including securing specimens and other work incidental thereto on and in the general vicinity of the proposed State Project No. 78-92 Bridge No. 01708 & 03374 in Marlborough, Connecticut; West Road under Route 2. Bids will be received by CME Associates, Inc., until **July 15**, at **8:00AM**, Eastern Time. Deliver all bids to CME Associates, Inc., 101 east River Dr. - 1st Floor, East Hartford, CT 06108, and via email to dquezada@cmeengineering.com.

Plans, specifications, proposal form and form of contract are attached hereto.

Proposals must be made upon the form provided. The blank places in the form must be filled in as noted, and no change shall be made in the phraseology of the proposal or in the items mentioned herein. Proposals that contain any omissions, alternations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as non-responsive.

A performance contract bond and payment bond, each in the sum of one hundred percent (100%) of the contract price, will be required on execution of the contract.

A Certificate of Insurance in compliance with the insurance terms set forth in the Contract Agreement for Subsurface Explorations, must be submitted with this proposal.

CME Associates, Inc. reserves the right to reject any or all bids.

PROPOSAL FOR FIELD OBTAINED PAVEMENT CORES

AT THE SITE OF

**STATE PROJECT NO. 78-92
BRIDGE NOS. 01708 & 03374
WEST ROAD UNDER ROUTE 2
MARLBOROUGH, CONNECTICUT**

TO: CME Associates, Inc.

In submitting this bid, the undersigned declares that he/she is the only person or persons interested in the said bid; that it is made without any connection to any person making another bid for the same contract; and that the bid is, in all respects, fair and without collusion, fraud, or mental reservation.

The undersigned also declares that he has carefully examined the plans, specifications and form of contract and that he has personally inspected the actual location of the work, together with the local sources of supply; has satisfied himself as to all the quantities and conditions; and understands that in signing this proposal, he waives all right to plead any misunderstanding regarding same.

The undersigned further understands and agrees that he is to furnish and provide for the respective unit bid price, all the necessary material, machinery, tools, labor, services, etc., and to do and perform all the necessary work under the aforesaid conditions, to complete the work in accordance with the plans and specifications, which plans and specifications it is agreed are a part of this proposal. The list of bid items, together with the estimated quantities thereof, is set forth in the Bid Sheet, which accompanies and forms a part of this proposal. The undersigned further agrees that his total bid prices, which shall be evaluated in comparison with the total bid prices of other bidders, shall be completed as the summation of the products of the approximate quantities shown on the Bid Sheet multiplied by the gross sum bid. In case of discrepancy between the words and the numerals giving the unit bid prices, the words shall govern.

Furthermore, the undersigned fully understands that the quantities of the items set forth in the Bid Sheets are only approximate and agrees to accept the unit price as full compensation for the actual quantities of such items required to complete the work to the satisfaction of the Engineer, be the quantities more or less than those set forth in the Bid Sheets.

The undersigned agrees to submit a schedule of progress or time chart for the work concerned if so requested by the Engineer after the opening of the bids, and to do so within three (3) days of such request. The schedule or chart will be used in consideration of the bids and after award of the contract by the Inspector in the field as a check on the actual progress.

On acceptance of this proposal for said work, the undersigned does hereby bind himself to enter into written contract with CME Associates, Inc. within five (5) days of the date of notice of award and to comply in all respects with the terms of said contract. The undersigned agrees that this proposal shall be valid for thirty (30) calendar days from the date of this proposal.

All proposal guaranties will be returned within three (3) calendar days following the award of the contract. When the award is deferred for a period of time longer than ten (10) calendar days after the opening of the proposals, all guaranties, except those of the three lowest bidders, will be returned. Should no award be made within 30 calendar days after the opening of proposals, all proposals will be rejected and the proposal guaranty returned, except that with the approval of the Bidder and the Surety, the Engineer may retain the proposal and proposal guaranty of the low bidder for as long as may be agreed upon by the Engineer, Bidder and Surety.

Date _____ 20_____

Print Legal Name of Person, Firm, or Corporation

By (Signature)

Bidder's Address (Not a P.O. address):

_____ Street
_____ City and State
_____ Telephone Number
_____ Email Address

If a Corporation:

Name	Address
_____	President _____ _____
_____	Secretary _____ _____
_____	Treasurer _____ _____

If a Firm:

Name	Address
_____	_____
_____	_____

PROPOSAL FOR FIELD OBTAINED PAVEMENT CORES – BID SHEET

**STATE PROJECT NO. 78-92
BRIDGE NOS. 01708 & 03374, IN MARLBOROUGH, CONNECTICUT
WEST ROAD UNDER ROUTE 2**

Item No.	Approx. Quantities	Item Description – Pay Unit <i>Unit Bid Price (in words)</i>	Unit bid price dollars/cents <i>(in figures)</i>	Amount of Bid dollars/cents <i>(in figures)</i>
1	6	PAVEMENT CORINGS, 4” DIAMETER - EACH _____		
2	6	CORE HOLE PATCHING (HOT-MIX) – EACH _____		
3	6	CORE HOLE PATCHING (COLD-MIX) – EACH _____		
4	2	STANDBY TIME – HOURS _____		
5	LS	MOBILIZATION AND DEMOBILIZATION – LAND _____		

TOTAL OR GROSS SUM BID, (*WRITTEN IN WORDS*):

** TOTAL OR GROSS SUM BID, *DOLLARS/CENTS (IN FIGURES)*: \$ _____

** This value will be used for comparison of Bids.

DIRECT COSTS

Item No. and Description	Estimated Duration	*Daily Rate	*Weekly Rate	*Weekend Rate	*Monthly Rate
6. Traffic Person (For uniformed traffic control on non-railroad property)	5 Hours	\$ _____	\$ _____	\$ _____	\$ _____

* If applicable, the Bidder should submit a rate for each category. “N/A” should be shown for non-applicable categories.

Estimated Total for Traffic Person \$ _____

PROPOSAL FOR FIELD OBTAINED PAVEMENT CORES – BID SHEET - Continued

**STATE PROJECT NO. 78-92
BRIDGE NOS. 01708 & 03374, IN MARLBOROUGH, CONNECTICUT
WEST ROAD UNDER ROUTE 2**

Item No. and Description	Estimated Duration	*Daily Rate (8hr/per day at job site including travel time)	*Weekly Rate (8hr/per day at job site including travel time)	*Weekend Rate (8hr/per day at job site including travel time)	*Monthly Rate (8hr/per day at job site including travel time)	*Over-time Hourly Rate (for hours beyond daily rate)
7. Traffic Control Equipment (For work obtruding onto roadways)	_5 Hours _	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____ (weekday) \$ _____ (weekend)
Additional Fees	Describe:					\$ _____

* If applicable, the Bidder should submit a rate for each category. "N/A" should be shown for non-applicable categories.

Estimated Total for Traffic Control Equipment \$ _____

CONTRACT AGREEMENT FOR OBTAINING PAVEMENT CORES

AT THE SITE OF

**STATE PROJECT NO. 78-92
BRIDGE NOS. 01708 & 03374, IN MARLBOROUGH, CONNECTICUT
WEST ROAD UNDER ROUTE 2**

1. **GENERAL AGREEMENT**

This agreement, made and entered into this _____, 2019, by and between CME Associates, Inc., hereinafter referred to as the "Engineer" or the Party of the First Part, and _____, hereinafter referred to as the Contractor or the Party of the Second Party,

WITNESSETH:

The Contractor shall furnish all labor, materials, equipment, supplies and other facilities, and shall perform all work necessary or proper for or incidental to obtaining field pavement cores at the locations on the plans at the site West Road under Route 2 in Marlborough, Connecticut, in strict accordance with the Specifications found herewith and the accompanying Contract Plans, and to the satisfaction and approval of the Engineer; and shall perform all other obligations and assume all liability imposed upon him by the Contract and Specifications.

In full consideration thereof, the Engineer will pay the Contractor, at the times and in the manner hereinafter provided, an amount determined by the prices named in the Clause, hereof entitled "Contract Unit Prices," and, except as otherwise provided herein, such amounts only. The prices for items named therein include full compensation to the Contractor for all labor, materials, and other things incidental to the completion of the entire work. Such payment shall be computed upon the basis of the actual quantities in the completed work, whether such quantities be more or less than those shown in the Bid Sheet bound herewith.

2. **CONTRACT UNIT PRICES**

Subject to the provisions of this Contract, the Engineer will pay and the Contractor shall accept in full consideration for the performance of the Contractor's obligation hereunder, the unit prices stated on the bid sheets.

- | | |
|--|-------------------|
| 1. For <u>PAVEMENT CORINGS, 4" DIAMETER</u> | \$ _____ Per Each |
| 2. For <u>CORE HOLE PATCHING (HOT-MIX)</u> | \$ _____ Per Each |
| 3. For <u>CORE HOLE PATCHING (COLD-MIX)</u> | \$ _____ Per Each |
| 4. For <u>STANDBY TIME</u> | \$ _____ Per Hour |
| 5. For <u>MOBILIZATION AND DEMOBILIZATION - LAND</u> | \$ _____ Lump Sum |

TOTAL OR GROSS SUM BID, (*WRITTEN IN WORDS*):

TOTAL OR GROSS SUM BID, *DOLLARS/CENTS (IN FIGURES)*: _____

DIRECT COSTS

Subject to the provisions of this Contract, the Engineer will pay, and the Contractor shall accept in full consideration for the performance of the Contractor's obligation hereunder, reimbursement as Direct Costs for the following items:

Item	Estimated Duration	Daily Rate	Weekly Rate
Traffic Person (For uniformed traffic control)	5 Hours		

Estimated Total \$_____

Item	Estimated Duration	Daily Rate	Weekly Rate
Traffic Control Equipment (For work obtruding onto roadways)	5 Hours		

Estimated Total \$_____

3. **AUTHORIZED FEE LIMIT:**

The value of the "Total or Gross Sum Bids" combined with the estimated value of all Direct Costs, submitted by the Contractor in the bid, will be the "Authorized Fee Limit" unless unexpected site conditions are encountered or a change in coring methodology is required and is approved by the Engineer. Under these circumstances' adjustments to the "Authorized Fee Limit" *may* apply.

If the "Approximate Quantity", indicated on the Bid Sheets, exceeds the amount by up to ten percent (10%), authorization for additional payment by the Inspector in the field will be acceptable. If the "Estimated Duration" for Traffic Person and/or Traffic Control Equipment, indicated on the Bid Sheet, exceeds the amount by up to fifty percent (50%), authorization for additional payment by the Inspector in the field will be acceptable. If either of the authorized percentages is exceeded, authorization by the Engineer will be required.

If any item on an invoice is questioned, CME Associates, Inc. may withhold payment of the amount in question, without interest, until the matter is resolved between the Parties, but shall promptly pay the amount not in question, in accordance with Payment terms of this contract.

4. **EXTRA WORK**

Unforeseen work made necessary by changes in plans or work necessary to complete the pavement coring, for which no price is provided in the contract, shall be classified as extra work and done in accordance with the requirements of the specifications and as directed by the Engineer.

The Engineer shall notify the Contractor of the necessity for extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall notify the Engineer, in writing, of the compensation, either unit price or lump sum as requested, for which he proposes to perform the extra

work required. The Engineer may accept the compensation proposed by the Contractor, or if he considers the prices submitted to be excessive, he may order the work done on a "Cost Plus" basis as specified hereinafter. In either case, the character and extent of extra work, together with the accepted basis of compensation shall be communicated to the Contractor in writing.

If the Engineer orders extra work performed on a "Cost Plus" basis, the Contractor shall perform the same and shall receive in payment therefor an amount equal to the actual net cost in money to him of the materials, wages of applied labor, other direct expense and insurance required for labor, plus 20 percent of the above items and plus such rental for plant and other equipment (other than small tool) as the Engineer deems reasonable, and that amount only. If the work is performed on a unit price basis, there is no markup.

No work shall be considered Extra Work unless it has been ordered in writing as such by the Engineer before the said work started, or unless the Contractor shall file a written claim for Extra work with the Engineer within two (2) days from the date of instructions from the Engineer or his representative to proceed with such work.

5. PAYMENT

Partial Payment(s): On or about the first day of each calendar month, the Engineer may request the Contractor to furnish information necessary to estimate the value of the work satisfactorily done up to that time. Within thirty (30) days after receipt of this information, the Engineer will request the State to pay him 90% of the value of the work thus estimated, less any previous payments made; and the Engineer, within ten (10) days after receipt of such payment from the State, will pay to the Contractor the amount thus received.

Final Payment: Upon verification of the satisfactory completion of all work whatsoever required, the Contractor shall furnish to the Engineer satisfactory evidence that all just liens, claims and demands for rental of equipment, labor and material, arising out of such work, are fully satisfied, and that all of the work is fully released from liens, claims and demands, whether just or otherwise. Within thirty (30) days after receipt of such evidence, the Engineer will request the State to pay him the total value of all work satisfactorily done, less any payments previously made, and within ten (10) days of receipt of this Final Payment from the State, the Engineer will pay to the Contractor all amounts still outstanding and due him. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Contract called the Final Payment.

6. CONTRACT NOT TO BE ASSIGNED

The Contractor shall give his personal attention constantly to the faithful prosecution of the work. He shall not assign or otherwise dispose of the Contract, or his right, title or interest in or to the same or any part thereof.

7. MODIFICATION OF CONTRACT

No modification of or change in this Contract shall be valid or enforceable against either of the parties unless it is in writing and signed by the parties or their duly authorized representatives.

8. DEFAULT OF CONTRACT

When, in the opinion of the Engineer, the project or any part thereof has been abandoned, or the Contractor is willfully violating any of the covenants of this Contract, then the Engineer may declare the Contractor in default of the Contract and notify him to discontinue the project. The Engineer may then call on the Surety to complete the project.

9. TERMINATION

“CME” may terminate this “Agreement” for cause on one week’s written notice of default to “the Sub-consultant”. If the breach or default is capable of being cured within two weeks of receipt of the notice of default, “the Sub-consultant”, at “CME’s” discretion, shall be given up to two weeks to cure the default provided they make an immediate and substantive effort to cure the default. If the default, in “CME’s” view, will take longer than two weeks to cure or if the default places “CME” or “the Sub-consultant” in violation of the law or the “Contract” requirements, no opportunity to cure the default shall be required. Upon termination with cause, “the Sub-consultant” shall be due payment for the percentage of work completed by “the Sub-consultant” at the time the notice is given less the amount needed to cure the default. No other profit or compensation shall be due to “the Sub-consultant” for termination with cause.

10. COMMENCEMENT OF WORK

Subject to weather and/or safe navigation circumstances and/or delays receiving required permits, the Contractor agrees to mobilize and actually start work on the Contract within twenty-one (21) consecutive calendar days from the date of the written notice to proceed.

Failure to start the work within this timeframe will be considered a breach of this contract and may be cause for collection of the monies in the Performance and Payment bonds for completion of the work by others, unless the delayed start is authorized by the Engineer in writing.

11. PERFORMANCE CONTRACT BOND AND PAYMENT BOND

The successful Bidder, at the time of the execution of the contract, shall deposit with the Engineer, a surety company bond for the satisfactory completion of the work and a surety company bond for the payment of all debts pertaining to materials, rental of equipment, and labor used or employed in the execution of the Contract. These bonds shall each be in an amount equal to the amount of the contract award and in a form acceptable to the Engineer.

The Surety must be a corporate surety licensed to sign surety bonds in the State of Connecticut.

12. INSURANCE

The Bidder, to whom the Contract has been awarded, shall furnish to the Engineer, prior to the commencement of any work, satisfactory proof that all provisions, herewith specified, relating to the Contractor’s insurance have been fully complied with.

13. WAIVER OF RESPONSIBILITY

It shall be understood that preliminary data obtained by subsurface explorations prior to this Contract and presented for examination by prospective bidders is not intended as a warranty of actual subsurface conditions to be encountered. The Engineer will bear no responsibility for the accuracy or suitability of subsurface information made available for examination and the conditions indicated by such information shall not be used by the Contractor as possible cause for subsequent revisions or waivers in the Contract.

14. NON-LIABILITY OF THE STATE AND ENGINEER'S REPRESENTATIVES

No agents or employees of the Engineer, the State of Connecticut, all officers, agents and servants of the State of Connecticut, Commissioner of Transportation and his successors, shall be charged personally by the Contractor with any liability or held liable to him, under any terms or provisions of this Contract or because of its execution or attempted execution, or because of any breach thereof.

15. CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

That he is financially solvent; that he is experienced in and competent to perform the type of work contemplated by this Contract. That he has carefully examined the specifications, plans, and the site of the work, the general and local conditions, and other matters which may in any way affect the work or its performance.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year first above written.

Witness

_____	By _____
Witness Signature	Contractor Signature
_____	_____
Print Name and Title	Print Name and Title
_____	_____
Date	Date

Witness

_____	By _____
Witness Signature	Engineer Signature
_____	_____
Print Name and Title	Print Name and Title
_____	_____
Date	Date

SPECIFICATIONS FOR OBTAINING PAVEMENT CORES

SECTION 1 – GENERAL CONDITIONS

1-1 Definitions

"Engineer" shall mean the firm of CME Associates, Inc., or their authorized representative.

"Commissioner of Transportation" shall mean the Commissioner of Transportation for the State of Connecticut, acting directly or through his duly authorized representative.

"Contractor" shall mean the person, persons, or corporation, which has executed the Contract with the Engineer for the proposed work.

"Inspector" shall mean the firm of CME Associates, Inc., or their authorized representative.

"State" and/or "Department" shall mean the State of Connecticut Department of Transportation

1-2 Authority and Duties of the Engineer

All work shall be performed to the satisfaction of the Engineer and at such times and places, by such methods and in such manner and sequence as he may require and shall at all stages be subject to his inspection. Upon request of the Contractor, the Engineer will confirm in writing any oral order, direction or requirement.

1-3 Authority and Duties of the Inspector

The Inspector is the Engineer's representative in the field, responsible for oversight of the Contractor and ensuring that the work progresses in accordance with these Specifications. The Inspector has the authority to make decisions in the field regarding, but not limited to, core locations and quantities of pay items. The Inspector will log the cores, their thickness and general composition, and note the character of the visible subbase.

1-4 Injury to Persons or Property

The Contractor shall be responsible for all injury to persons or damage to property, either directly or indirectly, that may result from his operations.

1-5 Insurance

With respect to the operations performed by the Contractor under the terms of this contract and also those performed for the Contractor by its subcontractors, the Contractor will be required to carry at its own cost and for the duration of this contract, and any supplements thereto, with the State of Connecticut, National Railroad Passenger Corporation (AMTRAK), Metro North Railroad (MNRR) (*when applicable on projects over/near Amtrak/MNRR*), CME Associates, Inc., and other 3rd Parties necessary for the successful completion of the work, being named as additional insured parties in conjunction with paragraph (A) and (B) below, the following minimum insurance coverages at no direct cost to the State or CME Associates, Inc. In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the State of Connecticut, Town of Marlborough, AMTRAK, MNRR, CME Associates, Inc., and other 3rd Parties necessary for the successful completion of the work, shall be named as additional insured.

1-5a Insurance Provisions

The State of Connecticut, its officers, officials, employees, agents, Boards and Commissions, CME Associates, Inc., and other 3rd Parties necessary for the successful completion of the work, shall be named as additional insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.

The Contractor shall assume any and all deductibles in the described insurance policies.

The Contractor's insurers shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

The Contractor agrees that he/she will not use the defense of Governmental immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

A. COMMERCIAL GENERAL LIABILITY

The Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the aut

D. WORKERS' COMPENSATION

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractors, the Contractor and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

Failure of the Contractor to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Contractor to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

E. POLLUTION AND/OR ENVIRONMENTAL

The Contractor agrees to acquire and maintain pollution and environmental impairment coverage, if such insurance is applicable to the work performed by the Contractor under this agreement.

Failure of the Contractor to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Contractor to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

F. CERTIFICATE OF INSURANCE

In conjunction with the above, the Contractor agrees to furnish to the State a Certificate of Insurance on a form acceptable to the State, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. In addition, the original Railroad Protective Liability Insurance Policy must be submitted to AMTRAK/MNRR prior to commencement of operations (when applicable to projects near railroads).

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

1-5b Additional Coverage

Other types of coverage may be offered by the Contractor.

(I) UMBRELLA LIABILITY:

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items A, B, C, D, E and F (when required), the State of Connecticut must be named as Additional Insured. The State of Connecticut must be the Named Insured if a separate umbrella policy is obtained to supplement the coverage specified for item A.

1-5c Certificate of Insurance

The Contractor agrees to furnish to the Engineer a Certificate of Insurance in conjunction with Items A, B, C, D, E and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of the Accord form. For the Workers' Compensation Insurance and, if applicable, the U.S. Longshoremen and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the Certificate of Insurance. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damage, even if groundless.

1-5d Responsibility for Claims and Liability

- (a) The Contractor shall indemnify and hold harmless, National Railroad Passenger Corporation (AMTRAK), Metro North Railroad (MNRR) (*when project is over/near railroad*), CME Associates, Inc, and other 3rd Parties necessary for the successful completion of the work, the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the Agreement, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties, and (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising directly or indirectly in connection with Claims, Acts or the Agreement, to

the extent of the Contractor's or Contractor Parties' negligence. The Contractor's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, article or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Contractor shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.
- (f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage. The Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

1-6 Laws To Be Enforced

The Contractor, at all times, shall observe and comply with all federal and state laws and local bylaws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees for contract.

1-7 Right of Way and Damage to Property

The Contractor shall obtain all necessary permits and licenses at his own expense from the authorities having jurisdiction.

The Contractor shall comply with all federal laws, state statutes and local ordinances of the city, town, or village in which the work is being done.

The Contractor shall be responsible for carrying out the work in accordance with the provisions of all permits.

The Contractor may occupy during his operations only those portions of streets or public places at the core locations for which the required permits have been obtained by him.

If the Contractor desires to use additional areas outside of those required for the cores, he shall arrange for such areas at his own expense.

The Contractor shall take every precaution against injuring utilities, or private properties and shall promptly repair at his own expense any damage to such utilities, or private property, to the satisfaction of the Engineer. Property, which is damaged as the result of the Contractor's operations, shall be repaired at the Contractor's expense, including re-sodding of any areas where the grass is damaged, to the satisfaction of the Engineer. Pavement shall be repaired as specified in the Technical Provisions.

The location of all stationary and mobile equipment shall be subject to the approval of the Engineer and upon the completion of the Contractor's operations at each site, he shall remove equipment therefrom and shall clear the area of all debris and restore it to the condition existing before the start of his operations.

The Contractor shall carry on his operations without interference or delay to traffic, except as approved by the permit. He shall furnish all labor, material, watchmen, barricades, signs, and lights necessary to maintain traffic, to protect his work and the public during the operations, and to comply with all orders of the Engineer and of all other agencies having jurisdiction.

The Contractor is cautioned that there shall be no entry of his equipment or personnel upon private property until the Engineer first notifies him that such entry is permissible in accordance with state statutes and state policy and until he, the Contractor, then informs the property owner that entry is being made pursuant to said notification. He shall, at all times, carry out his operations so as to inconvenience no resident at or near the working area. The Contractor shall make clear to all his personnel, the importance of proper public relations. The Engineer will not condone any rude or inconsiderate treatment of any citizens of the State by personnel employed on this project. The Engineer reserves the right to require the removal from the work of any persons or persons employed by the Contractor who has violated this section of the specifications, and such person or persons shall not be employed again thereon without the written consent of the Engineer.

1-8 Cleaning Up and Restoration

After completing the work, the Contractor shall promptly remove all plant and other materials brought by him to the site and restore the site to its original condition.

Each core hole shall be restored as specified in the Technical Provisions.

1-9 Progress and Time of Completion

Subject to weather and/or safe navigation circumstances and/or delays receiving required permits, the field work under this Contract shall be commenced within twenty-one (21) consecutive calendar days from the date of the written notice to proceed. Once the actual field work is started, subject to weather and/or safe navigation circumstances, it shall be prosecuted continuously to completion within six (6) business days.

If the quantities stated in the proposal are increased, as hereinafter provided, the number of calendar days allowed for completion will be similarly increased, if warranted. This increase will be in the same proportion as the increase in the total payments to the Contractor above the amount of the executed Contract.

Aside from weather and/or safety navigation delays, or other delays outside of the Contractor's control, shall the Contractor fail to complete the work hereunder in accordance with the Contract within forty-five (45) calendar days from written Notice to Proceed, he shall pay to the Engineer the sum of \$500 for each

and every calendar day that the time consumed in said completion exceeds the above-mentioned time allowed for that purpose. This sum shall not be considered as a penalty, but as the liquidated damages that the CME Associate, Inc. will suffer by reason of said delay. The Engineer shall deduct the amount of such liquidated damages from the monies, which may be due or become due to the Contractor under this Contract.

1-10 Health and Safety Plan

The Contractor shall have a General Health and Safety Plan for the work to be performed and assumes full responsibility for site safety of the Contractor's personnel. The Department or Engineer may request a copy of the health and safety plan. The purpose of this requirement is to assure proper and safe conduct of drilling operations. Items to be covered in the General Health and Safety Plan include, but are not limited to general safety practices of drill rig movement and operation:

- Protective clothing and gear
- Buried and overhead utilities
- Working over water
- First Aid
- Inclement weather policy

1-11 Railroad Safety Training – *When applicable on projects over/near railroads.*

The Contractor and his/her personnel involved in the work to be performed shall coordinate and complete all required railroad safety training as set forth by Amtrak/Metro North requirements and assumes full responsibility for Railroad Safety Training of the Contractor's personnel. The Engineer may request a copy of the certificate of training completion and/or copy of ID passes, if any, issued by the railroad.

1-12 Work Day

Typical allowable work hours for operations on paved surfaces of roadways are from 9:00 a.m. to 4:00 p.m. This includes the time to set up and remove sign patterns and any other devices needed for traffic control. The Order of Conditions of the project specific Encroachment Permit may shorten or lengthen the typical allowable hours. The Contractor is required to obtain an Encroachment Permit from the District before performing any work within the State ROW. The Contractor is required to obtain a Permit from the Town before performing any work within the Town ROW or easement.

Typically, no work is allowed during inclement weather. Work on Interstate Highways and other Limited Access Expressways may have further restrictions, one of which may be, work requiring the closure of 2 or more lanes may need to be performed at night.

The Contractor will not be permitted to work on the following Legal Holidays; New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Lincoln's Birthday, Columbus Day, and Veteran's Day. Also, the Contractor will not be permitted to work on the day before and the day after any of the above Legal Holidays on Interstate Highways, Limited Access Expressways, or Railroads.

No additional premium will be paid for work required outside of the normal work hours. No work of any kind shall be performed by the Contractor without prior approval of the Engineer.

On-site work deviating from normal work hours (restricted hours and night work) will not be required, if so, it shall be conducted as shown in the Order of Conditions of the Encroachment Permit, which the Contractor must obtain from the District or Town prior to executing the work. A list of conditions expected to be included on the Contractor's Encroachment Permit is included in the appendices.

Restrictions for work on West Road are expected to include the following:

1. No work that will interfere with the flow of traffic will be permitted before 9:00 a.m. and after 4:00 p.m., for any work on the paved surface.
2. No work will be allowed during inclement weather or weekends.
3. Holiday Restrictions: No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on a Friday or Monday.

SECTION 2 – TECHNICAL PROVISIONS

2-1 Scope of Work

The work to be done under this contract includes the furnishing of all material, labor, equipment, water supply and all else necessary for coring holes in pavement and extracting the pavement cores as described herein and shown on the Contract Plans.

The work is located on **West Road**, within the limits of **State Project No. 78-92, Rehabilitation of Bridge Nos. 01708 & 03374, Carrying Route 2 WB/EB over West Road in Marlborough, CT.**

2-2 Contract Plans

The work shall conform to drawings prepared by CME Associates Inc. and titled as follows:

Drawing Set Title	Rehabilitation of Bridge No. 01708 & 03374 Route 2 EB/WB over West Road
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Proposed Pavement Core Locations

2-3 Supervision

The work shall be performed under the supervision and direction of the Inspector. No pavement coring shall be done except in the presence of the Inspector. The Inspector will keep the logs of the coring to determine that the information designated herein is being obtained, and see that all specimens are properly preserved and protected against damage. If requested by the Inspector, the cores shall be boxed and stored in a suitable place or immediately turned over to the Inspector, as provided hereafter.

2-4 Existing Conditions

Before any pavement coring is performed, the Contractor shall contact “Call Before You Dig” at (860) 922-4455 to obtain a request number in accordance with State and Federal laws. The request number expires in 30 calendar days; therefore, the Contractor is responsible for maintaining an active request number. The Contractor will supply the Engineer with the request number(s) prior to the start of work. During the progress of the work, the Contractor shall cooperate with the owners of the utilities and permit their representative access to the work to determine if their utilities are being endangered in any way. Any relocation of core holes shall be done with the approval of the Inspector. In addition to contacting “Call Before You Dig”, the Contractor is required to notify Mr. Mark Elliott at (860) 823-3254, of the State of Connecticut Department of Transportation, to locate all State-owned utilities.

2-5 Contractor's Plant and Equipment

All plant, equipment, and methods to be used by the Contractor shall be subject to approval by the Engineer and Amtrak/MNRR (when applicable for projects over railroads) at all times during the work; however, approval of the equipment shall not be construed as including the approval of the performance thereof. Additional equipment and methods shall be provided when ordered by the Engineer if required to perform the work satisfactorily according to the Specifications.

2-6 Schedule of Operations

The Contractor shall submit in writing, upon request of the Engineer, a schedule of operations for the work. The Engineer shall be notified at least 48 hours in advance of deviations from the schedule and such deviations shall be subject to the approval of the Engineer.

2-7 Cooperation by Contractor

The Contractor shall at all times have on the site, as his agent, a competent superintendent or foreman thoroughly experienced in the type of work being performed, who shall receive instructions from the Inspector. The superintendent shall have full authority to execute the orders or directions of the Inspector, without delay, and to supply promptly such materials, equipment, tools, labor and incidentals as may be required.

2-8 Character of Workmen

The Contractor shall employ only superintendents, foremen, and workmen as are careful and competent, and the Engineer may demand the dismissal of any person or persons employed by the Contractor in or about the work who misconduct himself or be incompetent or negligent in the due and proper performance of his or their duties, or neglects or refuses to comply with the directions given, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons, the Engineer may withhold all payments, which are due or become due, or the Engineer may suspend the work until such orders are complied with.

2-9 Line and Grade

Line and grade for the entire work will be established and laid out by the Engineer or Inspector. The Contractor shall execute the work to such line and grade.

2-10 Pavement Coring – 4" Diameter

At each location indicated on the plans, the Contractor shall take a continuous core specimen of the pavement to the depth of the granular subbase, or as directed by the Engineer, by means of a rotary method and a bit of such size as to yield a 4" diameter pavement core.

The core bit shall be started at the pavement surface and the pavement shall be cored until the bit reaches granular subbase material. When the coring is complete, the pavement core shall be withdrawn, labeled and stored before drilling is begun at another location. The Engineer reserves the right to reduce the length of core run as necessary to effect maximum recovery.

Upon removal of the pavement core, the Inspector shall be given access to the core hole in order to make a visual assessment of the subbase and measure the depth of the hole. The Contractor shall aid the Inspector in physically locating the core hole by means of 3 swing ties to prominent physical features located on the project survey. Following the Inspector's assessment, the core hole shall be patched with bituminous concrete as described below.

Core specimens shall be carefully handled and clearly labeled with a permanent marking to insure their proper identification. If the core specimen cannot be withdrawn from the hole as a continuous core specimen, then they shall be extracted in order and labeled sequentially and placed in a container in the order in which they are removed from the hole. The coring method and equipment may need be adjusted according to the field conditions, if pavement core specimens cannot be extracted as continuous specimens. The Contractor shall notify the Inspector if concrete pavement (most likely with steel reinforcing bars) is encountered under the bituminous concrete, and the coring must continue to the full thickness of the concrete pavement and until the underlying granular subbase is reached.

Each pavement core specimen shall be placed in a suitable cardboard box. Pavement cores specimens shall be clearly labeled and arranged neatly in the boxes in the sequence in which the material was removed from the hole.

The boxes shall be labeled showing the date the core was taken, town, road name, project number, coring number, depth of core, Contractor and Driller names.

2-11 Abandoned Core Holes

Should the hole be abandoned without the permission of the Inspector, or should a core hole be started and for any reason not be carried to the depth required by the Inspector, or should the Contractor fail to allow the Inspector to make complete records of materials encountered, or to furnish the Inspector the required core specimens, then the Contractor will make an additional core hole at a location selected by the Inspector, and no payment will be made for either the abandoned hole or any core specimens obtained therein. However, the Contractor will make a record of abandoned core holes and note thereon the reasons for the abandonment.

2-12 Core Hole Patching

Each core hole shall be patched in accordance with the requirements of the Encroachment Permit. At the discretion of the CTDOT District that issues the Encroachment Permit or the Town, all core holes will require either hot-mix or cold-mix patching.

Hot-Mix Patching

The Encroachment Permit, obtained for the project may require that all core holes be patched in kind with hot-mix bituminous concrete, of the same depth as the adjacent pavement. The mix shall have an aggregate size and asphalt content similar to the ConnDOT HMA S0.5 mix or as required by the Encroachment Permit. The pavement within the core hole will be compacted in 3 inch lifts by repeated tamping with a 3.5 inch diameter implement and substantial force. The final lift will be placed to approximately ½ inch above the adjacent pavement but shall not be thicker than 3 inches total. The final lift shall be compacted by repeated tamping with an implement which includes a flat plate, with a minimum dimension of 8 inches in any direction, and with substantial force in order to compact the top of the patching material to approximately flush with the adjacent pavement surface.

The Contractor shall make certain that hot-mix bituminous concrete is available at the time of year for which the work is to be completed.

Cold-Mix Patching

The Encroachment Permit, obtained for the project may allow for all core holes to be patched using a high-performance cold-mix compound such as Aquaphalt®, or approved equal, of the same depth as the adjacent pavement. The cold-mix compound shall be applied per the Manufacturer recommendations and shall have the top of the patch approximately flush with the adjacent pavement surface.

2-13 Standby Time

Certain projects may require the Contractor to suspend operations during the normal work day, after work has already begun for the day, due to unexpected restricted working hours imposed by the Department or Town or for other reasons such as: traffic related issues (including air and rail traffic), unexpected weather conditions, or other conditions. When the work is on site of an active construction project, there may be instances that periodically require that the Contractor temporarily stop the coring operations. When a

stoppage of work occurs for any reason, it will be determined by the Engineer as to whether or not it qualifies as Standby Time.

Standby Time will not be paid when a full scheduled work day cannot be performed due to predicted adverse weather conditions, lack of qualified laborers/operators or equipment breakdown.

Should the State or Engineer deem the equipment or workers to be unsafe, no Standby Time will be paid for the Contractor to furnish replacement workers or equipment.

Standby Time will not be paid to assemble or remove a traffic control pattern.

If more than one (1) drill rig is being used on a project this item will be paid per hour per drill rig when applicable, as determined by the Engineer.

If Traffic Control services, consisting of State Troopers or Local Police, have been scheduled and confirmed with the entity on a particular work day and a Trooper or Police Officer does not show up on site, Standby Time will only be paid from the time that the Contractor normally begins work on site to the time that the Contractor leaves the site, as directed by the Inspector. If Flagmen services have been scheduled and confirmed with the Railroad on a particular work day and the Flagmen do not show up on site, Standby Time will only be paid from the time that the Contractor normally begins work on site to the time that the Contractor leaves the site, as directed by the Inspector.

2-14 Trafficpersons

The Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, for the control and direction of vehicular traffic and pedestrians in accordance with the State of Connecticut DOT Traffic Control Manual. Railroad Flagmen are not considered to be Trafficpersons.

The Contractor shall inform the Engineer of his scheduled operations and the number and type of Trafficpersons requested and/or required by permit.

If the Contractor changes or cancels any scheduled operations without prior notice of same, as required by the agency providing the Trafficperson, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment, at no cost to the Engineer, of any shown-up cost for any Trafficperson not used because of the change. Exceptions may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons shall consist of the following types:

State Police Officers: State Police Officers shall be uniformed off-duty sworn Connecticut State Troopers. Their services will also include the use of Official State Police vehicles and associated equipment.

State Police Officers will be used on all limited access highways. State Police Officers will not be used on non-limited access State highways. State Police Officers with Official State Police vehicles will be used at such locations and for such periods necessary to control traffic operations and promote increased safety to motorists through the construction sites. On limited access highways, State Police Officers will be utilized for regional work zone traffic safety and enforcement operations in addition to project-related work zone assignments.

Uniformed Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties for the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle. Uniformed Municipal Police Officers will be used on all non-limited access highways. If the Town where work is being performed does not have a municipal police force, then State Police Officers will be used on

non-limited access State Highways and in some cases on local roads as determined by the Town's traffic authority.

Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods deemed necessary to control traffic operations and promote increased safety to motorists through the work site.

Uniformed Flaggers: Uniformed Flaggers shall be persons who have successfully completed flagger training by the American Traffic Safety Services Association, National Safety Council or other programs. Services of Uniformed Flaggers shall include the following equipment: garments (including high visibility headgear) so as to be readily distinguishable as a Flagger in accordance with Standard 6E-3 of the MUTCD, and these specifications, and a STOP/SLOW paddle that is at least 18 inches in width and with letters at least 6 inches high, mounted on a handle of sufficient length so that the bottom of the sign will be 6 feet above the ground, and conforms to Standard 6E-4 of the MUTCD and catalog number 387-80-9950 of the Catalog of Signs Connecticut DOT.

Uniformed Flaggers will only be used on non-limited access highways when authorized by the Traffic Control Manual. Uniformed Flaggers will be used at such locations and for such periods necessary to control traffic operations.

Any work on Railroad property shall require the use of Railroad Flaggers and be governed by the flagging regulations as described in the Railroad Company's "Permit To Enter Upon Railroad Property".

General: Uniformed Law Enforcement Personnel being used as Trafficpersons may conduct motor vehicle enforcement operations in and around work areas.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the following:

Uniformed Law Enforcement Personnel shall wear the high visibility safety garment provide by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements stated below for the Uniformed Flaggers' garment.

Uniformed Flagger – The base material for the safety garment shall be a fluorescent color of orange, yellow, or strong yellow-green. The garment shall have vertical and horizontal stripe markings of contrasting color to the base material to enhance noticeability of the wearer. These markings shall be made of retroreflective or combination of retroreflective and non-retroreflective materials. The retroreflective material shall be orange, yellow, white, silver, strong yellow-green, or a fluorescent version of one of these colors and shall have a minimum width of 5/8". A minimum area of 40 square inches of retroreflective material must be visible when the garment is viewed from either the front or back and a minimum of 12 square inches of retroreflective material must be visible from any other normal observation angle. The safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches).

Worn/faded safety garments that are no longer highly visible shall not be used. The Inspector shall direct the replacement of any worn/faded garment at no additional cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring Trafficpersons to operate in a manner contrary to the Maintenance and Protection of Traffic Specification shall be authorized in writing by the Engineer.

Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency, and Inspector to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project.

In the event of an unplanned, emergency, or short-term operation, the Inspector may approve the use of properly clothed, non-certified Trafficpersons until such time as a certified Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

2-15 Traffic Control Equipment

When the Contractor's operations obtrude onto any part of the roadway, the Contractor is to adhere to the requirements of the Department's publication "Traffic Control During Maintenance Operation" latest edition (revised 2013 included in attachments). The requirements of this publication generally include the furnishing and use of traffic control equipment such as; signs, cones, barrels and sometimes crash trucks.

2-16 Mobilization and Demobilization – Land

This item shall include the initial mobilization of a single drill rig at the project site and the final demobilization after all coring is complete. The Contractor is required to furnish the drill rig and tools, in good condition and all other equipment necessary to carry on and complete the work properly and all the required labor. The Contractor may be required to mobilize and dismantle his equipment at existing highway structures and other difficult sites. The Contractor shall have the necessary equipment and personnel to assemble his drilling equipment at the desired coring locations.

The work hours, permits or any other requirements made by the Town of Marlborough or other public transportation authority shall be complied with by the Contractor and any costs shall be considered as part on the unit price of Mobilization and Demobilization – Land and no additional compensation will be allowed. No additional compensation will be made to the Contractor for preparing the application for and acquiring the entry permit and its associated fee.

This item shall also include full compensation for all traffic control devices, cones, signs, light plants, Traffic Attenuation Vehicle, etc. when provided and used directly by the Contractor.

All material or equipment furnished under this item shall remain the property of the Contractor and shall be maintained and disposed of by him. This item shall carry all charges incident to such plant setup and removal, in order that the charges need not be distributed among the more variable items of the contract.

This item shall also include full compensation for all traffic control devices, cones, signs, light plants, etc. when provided and used by the Contractor, whether within the Railroad right-of-way or when necessary for accessing the Railroad right-of-way from an adjacent roadway.

All material or equipment furnished under this item shall remain the property of the Contractor and shall be maintained and disposed of by him. This item shall carry all charges incident to such plant setup and removal, in order that the charges need not be distributed among the more variable items of the contract.

2-17 Records

The Inspector shall be allowed ample time to keep complete, neat, accurate and legible daily reports. The records shall be made at the site as the work progresses and shall be shared with the Contractor at the completion of each day so that quantities for payment can be agreed upon and signed-off to by both parties. The records shall contain the following information:

General

- ❑ Name of Inspector, Contractor and Lead Driller
- ❑ Date of start and date of finish.
- ❑ Town, State Project Number, Route Number/Name, and Bridge Number when applicable
- ❑ Core Hole Number
- ❑ Quantities completed for each pay Item
- ❑ Field Receipts for Direct Costs

2-18 Submission of Reports and Specimens

The Inspector shall meet with the Contractor at the completion of all work for a final review of the quantities measured for payment and Direct Costs. A copy of the Inspector's daily reports shall be given to the Engineer at the completion of the job.

The Contractor shall maintain possession of pavement cores specimens until the job is completed, unless otherwise directed by the Inspector. Core holes where the Inspector was not allowed to inspect the pavement core and the material at the bottom of the hole and/or was not given the opportunity to take the pavement core specimen will be considered as not drilled and no payment will be made by the Engineer for those pavement cores.

2-19 Measurement and Payment

a. General

The contract items include all services, labor, equipment, transportation, material and supplies for the complete work. Payment for these items shall include compensation for obtaining, packing, marking and submitting specimens and recording and submitting data incidental to each item. No other payments for any specified or indicated work, nor for any work implied therefrom, shall be made. Payment will not be made for abandoned core holes, without authorization of the Inspector, or for such holes for which satisfactory specimens and/or data cannot be obtained. The quantities stated in the proposal are approximate only and are for the specific purpose of comparing bids. The Engineer does not guarantee that these items or quantities will be performed. The Engineer and Inspector reserve the right to vary the quantities or delete items in their entirety, and the Contractor shall not be entitled to any extra payment due to such amended quantities or deleted items.

b. Pavement Cores

1. This work will be measured for payment as the total number of Each core holes drilled and from which intact pavement core specimens are retrieved and accepted.
2. This work will be paid for at the contract unit price per Each for "Pavement Core" of the size specified, which price shall include compensation for all work incidental to drilling and retrieving the core specimen and not covered under other contract items.

c. Core Hole Patching

1. This work will be measured for payment by the total number of Each accepted core hole, that is suitably patched with either compacted hot-mix bituminous material or cold-mix compound, as required by the Encroachment Permit.
2. This work will be paid for at the contract unit price per Each for "Core Hole Patching" of the required material type, which price shall include compensation for all work incidental to the patching and not covered under other contract items.
3. If one type of patching material is not used, the quantity will be recorded as zero and no payment will be made for that item, nor will the Contractor be compensated for any effort required to determine the bid price not loss of profit.

d. Standby Time

1. The item Standby Time will be measured for payment by the actual number of hours each drill rig is required by the Engineer to Standby. Standby Time will be measured to the nearest quarter of an hour interval.
2. The item will be paid at the contract unit price per Hour for “Standby Time.”

f. Mobilization and Demobilization—Land

1. This item being paid for as a Lump Sum will not be measured for payment. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.
2. This work will be paid for at the contract Lump Sum price for “Mobilization and Demobilization—Land”. This item will also include full compensation for all traffic control patterns, cones, light plants, and all other materials, equipment, tools, labor and work incidental thereto that were provided and used by the Contractor.

g. Trafficpersons

1. Only Trafficperson services in accordance with the State of Connecticut DOT Traffic Control Manual will be measured for payment. Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services in accordance with these specifications. Services of Trafficpersons utilized by the Contractor not necessary for the proper completion of the project or at locations where traffic is unnecessarily restricted by the Contractor’s method of operation, will not be measured for payment.

The minimum hours of payment for each Trafficperson supplied by a law enforcement agency or Trafficperson subcontractor in any one day shall be four hours. No Uniformed Trafficperson shall work more than twelve hours in any one-day. In case such services are required for more than twelve hours, the Contractor may request additional Trafficpersons. In cases where the Trafficperson is an employee on the Contractor’s payroll, payment for the Trafficperson will be made only for those hours when the Contractor’s employee is performing Trafficperson duties.

Travel time charged by State Police Officers, up to one hour per day, will be measured for payment. No travel time will be allowed or paid for Uniformed Municipal Police Officers or Uniformed Flaggers. Safety garments and STOP/SLOW paddles will not be measured for payment.

2. The Estimated Total sum of money shown in the itemized proposal for this work will be used as a budget value to set aside project funds and will not be used for bid comparison. Payment will be made as described below.

“Trafficperson” will be paid for at the actual hourly rate charged for the Trafficperson service (monthly statement or receipted bills) by the entity which actually provide the service plus a five percent (5%) markup. Use of a Municipal police vehicle will be paid at the actual rate charged by the Municipality plus a five percent (5%) markup. The rate charged by the Municipality for use of a Uniformed Municipal Police Officer and/or an official Municipal Police vehicle shall not be greater than the rate it normally charges others for similar services.

h. Traffic Control Equipment

1. The Estimated Total sum of money shown in the itemized proposal for this work will be used as a budget value to set aside project funds and will not be used for bid comparison. Payment will be made as described below.
2. Traffic Control Equipment, including operators, which is provided by a Subcontractor or is rented, will be measured for payment by the actual time that the equipment was in place for traffic control on the roadway. The unit of time, i.e. Days, Weeks, Months, shall be that included in the Subcontractor of Rental agreement. This item will be due for payment at the time of final payment after removal of all materials and equipment from the project.
3. Traffic Control Equipment will be paid for at the actual daily, weekly, or monthly rate billed by the sub-consultant / rental company providing the traffic control services. The sub-consultant / rental company's invoice shall be included with the Contractor's invoice as backup for direct costs. Rental equipment will be paid for at actual cost with no mark-up.

V LIST OF ATTACHMENTS

1. Conditions Expected to be included in the Contractor's Encroachment Permit
2. Anticipated Pavement Composition and Thickness Information.
3. Proposed Core Hole Location Plan
4. Copy of Advertised Invitation To Bid
5. WORK ZONE SAFETY GUIDELINES for Maintenance Operation 2013

CONDITIONS EXPECTED TO BE INCLUDED IN THE CONTRACTOR'S ENCROACHMENT PERMIT

(Note: The Contractor must obtain an Encroachment Permit from the Department prior to the start of work)

- a. A copy of the Encroachment Permit must be available on site at all times.
- b. Vehicular and pedestrian traffic must be adequately protected through the use of appropriate traffic control patterns. Uniformed police officers or personnel who are certified for traffic control to a level equivalent to the National Safety Council shall be utilized to direct traffic through the work area. All traffic control signing and appurtenances shall be in accordance with the latest edition of the "Manual on Uniform Traffic Control Devices" and must meet NCHRP 350 requirements. Traffic Plans are attached.
- c. No work that will interfere with the flow of traffic will be permitted before 9:00 a.m. and after 4:00 p.m. for any work on the paved surface.
- d. No work will be allowed during inclement weather or weekends.
- e. Holiday Restrictions: No permit work within the highway right of way will be permitted the day before a legal holiday and no work shall be resumed until 12:00 noon the day following the holiday, unless otherwise approved or indicated. Weekends shall be considered as part of the holiday when the legal holiday falls on a Friday or Monday.
- f. Vehicles must be parked off the roadway whenever possible to avoid impeding traffic flow or distracting the traveling public.
- g. Appropriate work zone signs must be set out to alert the traveling public of activity in the area.

ANTICIPATED PAVEMENT COMPOSITION AND THICKNESS INFORMATION

The primary information gathered by Connecticut Department of Transportation, Pavement Management Division indicates that the mainline pavement sections consists of approximately 14" of Gravel Subbase, 4" Processed Aggregate Base and overlaid by a minimum of 4" of Hot Mix Asphalt. Concrete pavement is not anticipated at this site.

CORE HOLE WORK PLAN

(TO BE PROVIDED BY CONTRACTOR AFTER SELECTION)