

# **TOWN OF SIMSBURY**

**DEPARTMENT OF ENGINEERING  
933 HOPMEADOW STREET  
SIMSBURY, CT 06070**

## **INVITATION FOR BID**

### **FOR**

**DAM CLEARING  
SIMSBURY, CT**

The Town of Simsbury is soliciting bids for DAM CLEARING. The scope of work for this bid will consist of clearing trees without the removal of stumps and treatment of the stumps in place along the overbanks and up to 25' downgradient from the toe of the slopes on Orkil Farms Dam, Lake Basile Dam, and Stoddard Reservoir Dam in the Town of Simsbury. The scope of work is to include furnishing all labor, materials, equipment necessary for the work as specified.

Sealed proposals will be accepted by Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070 until 2:00 p.m., August 19, 2020.

Specifications and bidding documents may be obtained electronically via the Town's web site at the following link: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. Bid documents will not be mailed or faxed.

**STANDARD INSTRUCTIONS TO BIDDERS**  
**DAM CLEARING**  
**SIMSBURY, CT 06070**

**1. Project Overview:**

The Town of Simsbury is soliciting bids for dam clearing on Orkil Farms Dam, Lake Basile Dam, and Stoddard Reservoir Dam. Currently these dams have trees growing on and within 25' from the toe of the slope of the overbanks which pose a threat to the integrity of the dam if fallen. Through this project the trees shall be removed within the clearing limits as shown on all of the Clearing Limit Plans. The stumps shall remain in place, no more than 24" in height from the ground surface. The stumps shall be treated with acceptable stump herbicides. All removed trees shall be removed from the site and are the responsibility of the contractor.

A detailed Scope of Work for this bid can be found in the GENERAL SPECIFICATIONS FOR WORK section of this Invitation to Bid.

**2. Key Event Dates:**

Invitation to Bid Issued	<b>July 29, 2020</b>
Pre-Bid Conference	<b>August 12, 2020 at 9:00 a.m.</b>
Bids Due	<b>August 19, 2020</b>
Commencement of Work	With ten (10) calendar days of Notice to Proceed

**3. Bid Submission Instructions:**

- A. One (1) original and one (1) copy of all bids must be submitted in a sealed envelope with the bidder's name on the outside of the envelope and clearly marked "Sealed Proposal for Town of Simsbury – DAM CLEARING". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, Town of Simsbury, 933 Hopmeadow Street, Simsbury, CT 06070". Bids must be at the Town Hall prior to 2:00 p.m., August 19, 2020. Postmarks are NOT an acceptable waiver of this policy.
- B. Ditto marks or words such as "SAME" must not be used for the bid to be considered.
- C. All information must be submitted in ink or typewritten. Errors, alterations or corrections must be shown on both the original and all required copies and each must be initialed by the person signing the bid.
- D. Bids are considered valid for ninety (90) days after bids are opened. Bidders may not withdraw, cancel or modify their bid during this ninety (90) day period after bids are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.

- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation to Bid have been accepted.
- G. The Town of Simsbury reserves the right to waive any minor informality in a bid when such a waiver is in the best interest of the Town.

#### **4. Questions:**

Any questions about this project should be directed to: Mr. Daniel Gannon, Project Engineer by fax (860) 658-3249 or email at [dgannon@simsbury-ct.gov](mailto:dgannon@simsbury-ct.gov). To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of bids. No oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions via an addendum. Such addenda will become part of this Invitation to Bid and the resulting contract. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: <http://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

#### **5. Presumption of Bidder Being Fully Informed:**

At the time the first bid is opened, each bidder is presumed to have read and is thoroughly familiar with all bidding documents as well as all contract documents for this project. Failure or omission of the bidder to receive or examine any documentation or information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

#### **6. Pre-Bid Conference:**

August 12, 2020 at 9:00 a.m. – Lake Basile Dam

Directions to Lake Basile Dam from Hopmeadow Street (Route 10): Take Route 10 to Wolcott Road to Lordship Road. Parking lot located at the end of Lordship Road for parking. Take a left onto the pedestrian path, then shortly take a right onto a dirt path leading to the Lake Basile Dam and associated pedestrian bridge. The dam is located on the south end of Lake Basile.

#### **7. Interpretation of Acceptable Work:**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. The Town will issue any substantive changes or interpretations in writing as an addendum.

#### **8. Tax Exemptions:**

The bidder shall be aware that the Town of Simsbury is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Appropriate tax-exempt forms will be provided to the successful

bidder(s) as part of the contract award process.

## 9. Insurance Requirements:

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute & \$100,000 employers liability limit.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$2,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$2,000,000
  - Excess/Umbrella Liability: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000

Insurance under B, and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Town Engineer prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Town Engineer.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

## 10. Substitution for Name Brands:

Should brand name items appear in this bid, the bidder must attach specifications for any

substitutions and explain how the substitution compares with the specifications of the named brand. The decision on whether to use the substitution or the named brand rests solely with the Town of Simsbury.

**11. Awarding the Bid:**

The Town reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, and to waive formalities and informalities in the bidding process. The Town at its discretion will award the bid to the lowest responsible bidder. That bidder is the person or firm who is qualified and competent to do the work, whose past performance is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein.

**13. Rejection and/or Cancellation of Bids:**

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in the best interest of the Town.

**14. Delivery Arrangements:**

Not applicable

**15. Bid Bond:**

Not applicable

**16. Performance Bond:**

Not applicable

**17. W-9 Form**

The successful bidder must provide the Town of Simsbury with a completed W-9 Form prior to commencing work.

**18. Submittals:**

The Bidder shall, as soon as practicable, but not exceed ten (10) calendar days, after notification of selection of the award of the bid, furnish to the Owner, in writing the following:

- A. Designation of the Work to be performed by the Contractor's own forces
- B. Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work
- C. Project work schedule

**19. Agreement Documents:**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications

- Code of Ethics
- Technical Specifications
- Any Addenda, if issued

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

## 7

**BID FORM  
DAM CLEARING**

All payments for work completed for the bid shall comply with Section G of the GENERAL SPECIFICATIONS FOR WORK. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

<b>Description:</b>	<b>Estimat ed Quanti</b>	<b>Unit Price</b>	<b>Total</b>
Orkil Farm	1	\$	\$
Lake Basile Dam:	1	\$	\$
Lake Basile Dam Alternate Areas:	1	\$	\$
Stoddard Reservoir Dam:	1	\$	\$
Herbicide Treatment -Lake Basile:	LS	\$	
Herbicide Treatment - Alternate Areas – Lake Basile	LS		
Herbicide Treatment – Orkil Farms	LS	\$	
Herbicide Treatment – Stoddard Reservoir	LS		
		<b>TOTAL BID</b>	\$

IF A SOLELY OWNED COMPANY:

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_  
By \_\_\_\_\_  
(Authorized Signature)  
Title \_\_\_\_\_ Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation or limited liability company organized under the laws of

\_\_\_\_\_, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of

\_\_\_\_\_, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bid must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability company, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

### **BIDDER'S QUALIFICATIONS STATEMENT**

The BIDDER shall answer all of the following questions, as part of the Bid, so that the OWNER can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER: \_\_\_\_\_
2. Bidder's Tax Identification Number: \_\_\_\_\_
3. What year was company organized/formed? \_\_\_\_\_
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
5. What is the general character or type of work you perform? \_\_\_\_\_  
\_\_\_\_\_
6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract? \_\_\_\_\_

If yes, explain with whom and why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

**NOTE:** The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: \_\_\_\_\_ pages.
9. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: \_\_\_\_\_ pages

**NOTE:** If requested, the BIDDER agrees to furnish the OWNER with a detailed financial statement and other relevant information that may be required by the Town of Simsbury to properly evaluate the qualifications of the BIDDER.

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**PROPOSED SUBCONTRACTORS**

BIDDER intends to utilize the following subcontractors on this project:

If none, write "None" here: \_\_\_\_\_

NAME AND ADDRESS  
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

- |    |       |
|----|-------|
| 1. | _____ |
| 2. | _____ |
| 3. | _____ |
| 4. | _____ |
| 5. | _____ |
| 6. | _____ |

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_, County of \_\_\_\_\_, being first  
duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the  
BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID.
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all  
pertinent circumstances respecting the attached BID.
4. Neither BIDDER 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, firm or person to submit a collusive or sham BID in  
connection with the AGREEMENT for which the attached BID has been submitted or to refrain  
from bidding in connection with any contract, or has in any manner, directly or indirectly, sought  
by agreement, collusion, communication or conference with any other bidder, firm or person to  
fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or  
cost element of the BID prices or the bid price of any other bidder, or to secure through  
collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of  
Simsbury or any other person interested in the proposed AGREEMENT.
5. The price(s) quoted in the attached BID are fair and proper and are not tainted by any collusion,  
conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents,  
representatives, owners, employees, or parties in interest, including this affiant; and
6. That no elected or appointed official or other officer or employee of the Town of Simsbury, who  
is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or  
labor to which it relates, or in any of the profits thereof.

(Signed) \_\_\_\_\_

(Name of Bidder)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Title  
My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**IMPORTANT:** THIS STATEMENT MUST BE SUBMITTED WITH BID

**END OF SECTION**

**DAM CLEARING**  
**GENERAL SPECIFICATIONS FOR WORK**

**A. Scope of Work**

The work covered by this section of these specifications consists of furnishing all labor, equipment and material necessary to perform all operations in connection with the installation of the materials described herein and as shown on the plans in “APPENDIX 1 – Plan and Specifications”. All work is to be done in a professional manner in accordance with commonly accepted industry standards. This project involves similar work at three (3) project sites – Orkil Farms Dam, Lake Basile Dam, and Stoddard Reservoir Dam. An additional alternate clearing area is included for the Lake Basile Dam. The project will involve cutting of trees without removal of stumps within the clearing areas, treating the stumps with stump herbicides, restoration of disturbed vegetation, debris removal, and other work as required. The removal of the cut trees from the site shall be the responsibility of the contractor.-

**B. Technical Specifications**

Unless otherwise indicated on the drawings or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Town Engineer.

- 1.0 Tree clearing and Herbicide Treatment: includes the furnishing of all labor, materials, tools, and equipment necessary to cut, remove and dispose of trees, slash, and debris. This item includes any chainsaw, wood chippers, and excavator machines necessary to remove the trees from the site.
- 2.0 Seed and Mulch includes the furnishing of all labor, materials, tools, and equipment necessary to seed and mulch areas affected by the work. Seed and Mulch shall be of sound quality. Contractor required to ensure germination is established.

**C. Equipment**

Equipment used in the performance of the work required by this section of the specifications shall be subject to the approval of the Town Engineer and maintained in a satisfactory working condition at all times.

**D. Scheduling Work**

The contractor shall assume that all work will be done Monday through Friday between the hours of 7:00 am and 4:00 pm. No work shall be performed on weekends or on State or Federal holidays.

**E. Traffic Control for Multi-Use Trail Crossing**

The contractor shall be responsible for maintaining traffic control. Maintenance of traffic shall consist of providing certified flaggers and access to the site along the existing multi-use trail during work activities. The trail shall be clear of any equipment and debris from the clearing operation at the end of each work day. The Contractor is responsible for the safety of all

operations within the trail. Closure of the trail will not be allowed during completion of the work. Emergency vehicles must be able to get through the multi-use trail at all times.

#### **G. Measurement and Payment**

All work will be paid as either Lump Sum or Unit Price as provided in the Bid Form for all work including labor and materials complete and in place according to the contract documents and generally acceptable construction practices. No payments will be made for mobilization, materials or other costs. The Town reserves the right to hold a 5% retainage on all progress payments.

1. Orkil Farms Dam: Item includes all tree cutting, stump treatment, and seeding and mulching any disturbed areas within the clearing area. Payment will be made based on a per-site basis and include all labor and material costs.
2. Lake Basile Dam: Item includes all tree cutting, debris removal, stump treatment, and seeding and mulching any disturbed areas within the clearing area. Payment will be made based on a per-site basis and include all labor and material costs.
3. Lake Basile Dam (alternate): Item includes all tree cutting, debris removal, stump treatment, and seeding and mulching any disturbed areas. This item includes all of item in section 2, but includes the alternate clearing areas. Payment will be made based on a per-site basis and include all labor and material costs.
4. Stoddard Reservoir Dam: Item includes all tree cutting, stump treatment, and seeding and mulching any disturbed areas within the clearing area. Payment will be made based on a per-site basis and include all labor and material costs.

**END**

## **APPENDIX 1 - Plan and Specifications**

# **TREE CLEARING AND HERBICIDE TREATMENT**

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## **PART 1 – GENERAL**

### **1.01 Scope of Work**

- A. Provide all plant, materials, supplies, power, machinery, equipment, tools, superintendence, labor, overhead, profit, insurance, bonds, permits, shop drawings, design services (where required), and other services and accessories required to complete the work of this Section.
- B. To complete the work of this Section, the Contractor shall:
  - 1. Clear the ground of trees and brush in accordance with these specifications or as directed by the Engineer. Included in this work shall be the preservation from injury or defacement of vegetation and objects designated to remain.
  - 2. Remove logs, branches, and debris from the spillway channels.
  - 3. Treat hardwood stumps with an herbicide to prevent regrowth.

### **1.02 Related Documents**

- A. Not Applicable.

### **1.03 Submittals**

- A. Product Data:
  - Procure and Submit product data for the following items:
  - 1. Herbicide

### **1.04 Project Conditions**

- A. Access to the Lake Basile site is limited to the bike path and trail that leads from the bike path to the east side of the dam.
- B. At the Stoddard Reservoir site the Contractor shall remain on Town-owned property at all times.
- C. At Stoddard Reservoir the Contractor may request permission from the Town to clear an accessway to the north side of the spillway. The request shall be accompanied by a sketch of the accessway and a description of how the area will be restored. The Town may grant permission at its sole discretion.
- D. The Contractor shall not enter or cross wetland areas or watercourses with equipment.
- E. Clearing limits have been flagged in the field with orange flagging marked “CL”. In addition, the approximate limits are shown on the project drawings. Alternate tree clearing limits are not marked in the field.

### **1.05 Sequencing**

- A. Treat stumps with herbicide within one day of cutting.
- B. Do not apply if rain is predicted.

# **TREE CLEARING AND HERBICIDE TREATMENT**

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## **PART 2 – PRODUCTS**

### **2.01 Herbicide Treatment**

- A. Use a commercial herbicide with a 30% to 50% glyphosate solution, such as Roundup Pro or approved equal. Application shall be performed by a party licensed by the State of Connecticut.

## **PART 3 - EXECUTION**

### **3.01 Tree Clearing**

- A. In areas where clearing is called for, 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. For purposes of this specification flush cut shall be defined as cut on a plane parallel to the ground surface where no point of the stump is greater than 3 inches higher the ground.
- B. The Contractor shall dispose of all such trees, stumps from uprooted trees, brush, etc., off site in a satisfactory manner and shall remove all rubbish and refuse from within the clearing limits.
- C. Brush may be hauled from the site or chipped. Chipped brush shall be removed from the site.
- D. The Contractor shall restore any rutted areas, soil disturbance, and pavement damage to the satisfaction of the Town.

### **3.02 Herbicide Treatment**

- A. Apply herbicide treatment to hardwood stumps.
- B. For stumps less than eight inches in diameter, treat the entire stump.
- C. For stumps eight inches and greater, treat a two-inch band encompassing the cambium layer.
- D. Treatment may be applied with a brush or sprayer, as directed by the manufacturer's instructions. For sprayer application, do not overspray. Application shall be to stump cut surface only.
- E. Do not apply to wetland areas, wetland plantings, or in watercourses.
- F. Isolate the area and prohibit public access until the herbicide is completely dry.

## **PART 4 – MEASUREMENT AND PAYMENT**

### **4.01 Clearing**

- A. Measurement: Owner will not measure the individual products and services described in Parts 1, 2, and 3 of this Specification for payment. The cost completing all work of this Item shall be included in the Contract Lump Sum Price for "Tree Clearing". At the time

## TREE CLEARING AND HERBICIDE TREATMENT

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of each payment requisition, Owner will estimate the percentage of completion for the work of this Item, and compute the value earned to date according to the following formula:

$$V = P \times S \quad \text{Where: } V = \text{Value earned to date}$$

P = Owner's estimate of percent complete for the work of this item

S = Contractor's scheduled value for the work of this item

- B. Payment: This item will be paid for at the Contract Lump Sum Price for "Tree Clearing". The Contract Lump Sum Price shall include all materials, equipment, tools, and labor incidental for construction of this Item.

### 4.02 Herbicide Treatment

- A. Measurement: Owner will not measure the individual products and services described in Parts 1, 2, and 3 of this Specification for payment. The cost completing all work of this Item shall be included in the Contract Lump Sum Price for "Herbicide Treatment". At the time of each payment requisition, Owner will estimate the percentage of completion for the work of this Item, and compute the value earned to date according to the following formula:

$$V = P \times S \quad \text{Where: } V = \text{Value earned to date}$$

P = Owner's estimate of percent complete for the work of this item

S = Contractor's scheduled value for the work of this item

- B. Payment: This item will be paid for at the Contract Lump Sum Price for "Herbicide Treatment". The Contract Lump Sum Price shall include all materials, equipment, tools, and labor incidental for construction of this Item.

Pay Item	Pay Unit
Tree Clearing Lake Basile	LS
Alternate Area Tree Clearing Lake Basile	LS
Tree Clearing Stoddard Reservoir	LS
Herbicide Treatment Lake Basile	LS
Alternate Area Herbicide Treatment Lake Basile	LS
Herbicide Treatment Stoddard Reservoir	LS

END OF SECTION

1. Contours shown on this map were developed from 2016 Connecticut LiDAR. Citation: Capitol Region Council of Governments. (2016). *2016 LiDAR DEM*. Retrieved from: <http://cteco.uconn.edu/data/flight2016/index.htm>
2. The aerial image shown on this map was obtained from 2016 Connecticut Orthoimagery. Citation: Capitol Region Council of Governments. (2016). *2016 Aerial Imagery*. Retrieved from: <http://cteco.uconn.edu/data/flight2016/index.htm>



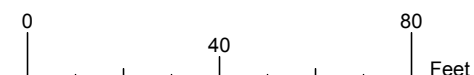
# Lake Basile

ALTERNATE  
CLEARING LIMIT LINE

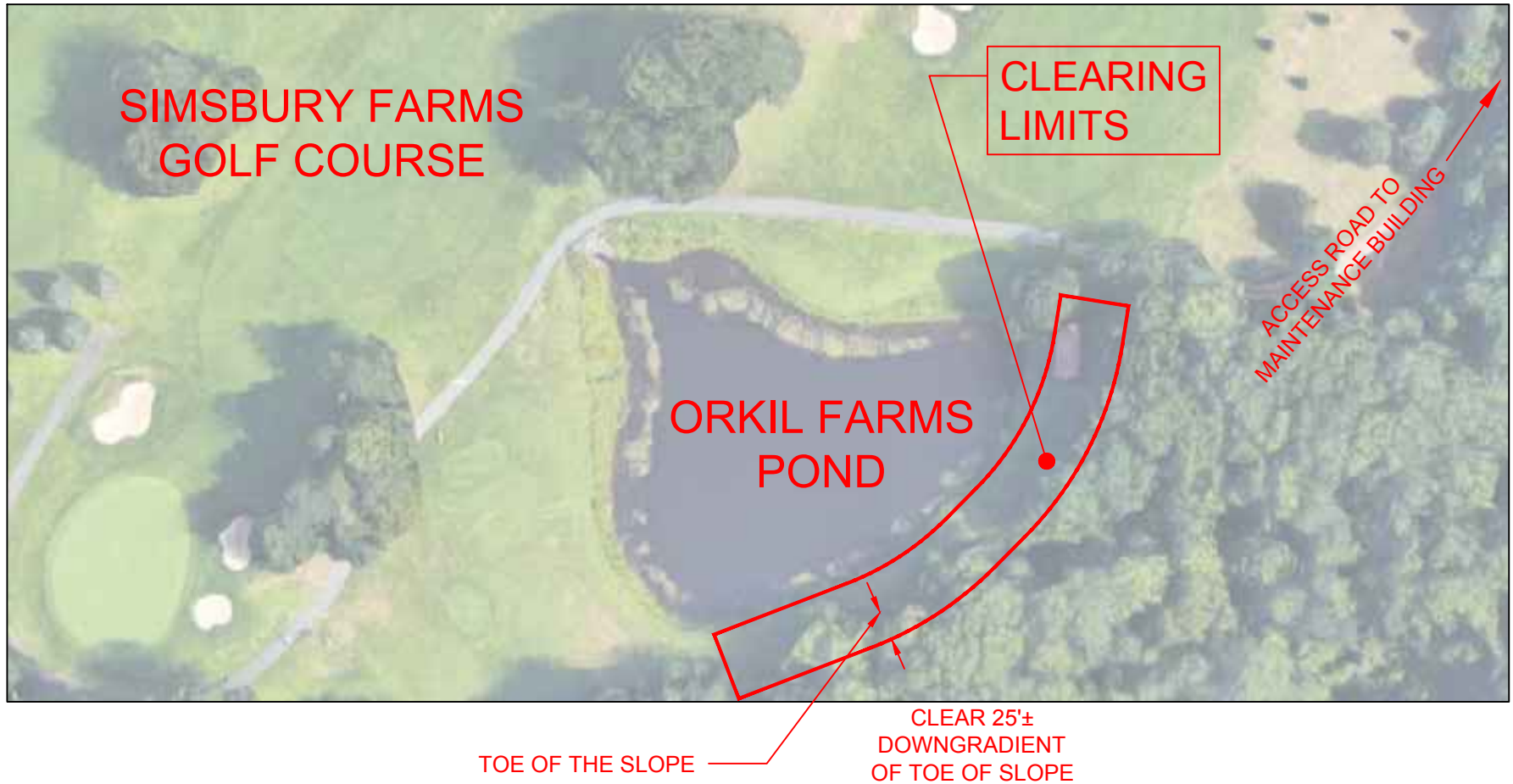
CLEAR DEBRIS FROM  
SPILLWAY CHANNEL  
BETWEEN CLEARING  
LIMIT LINES

**CLEARING  
LIMIT LINE**

BIKE PATH



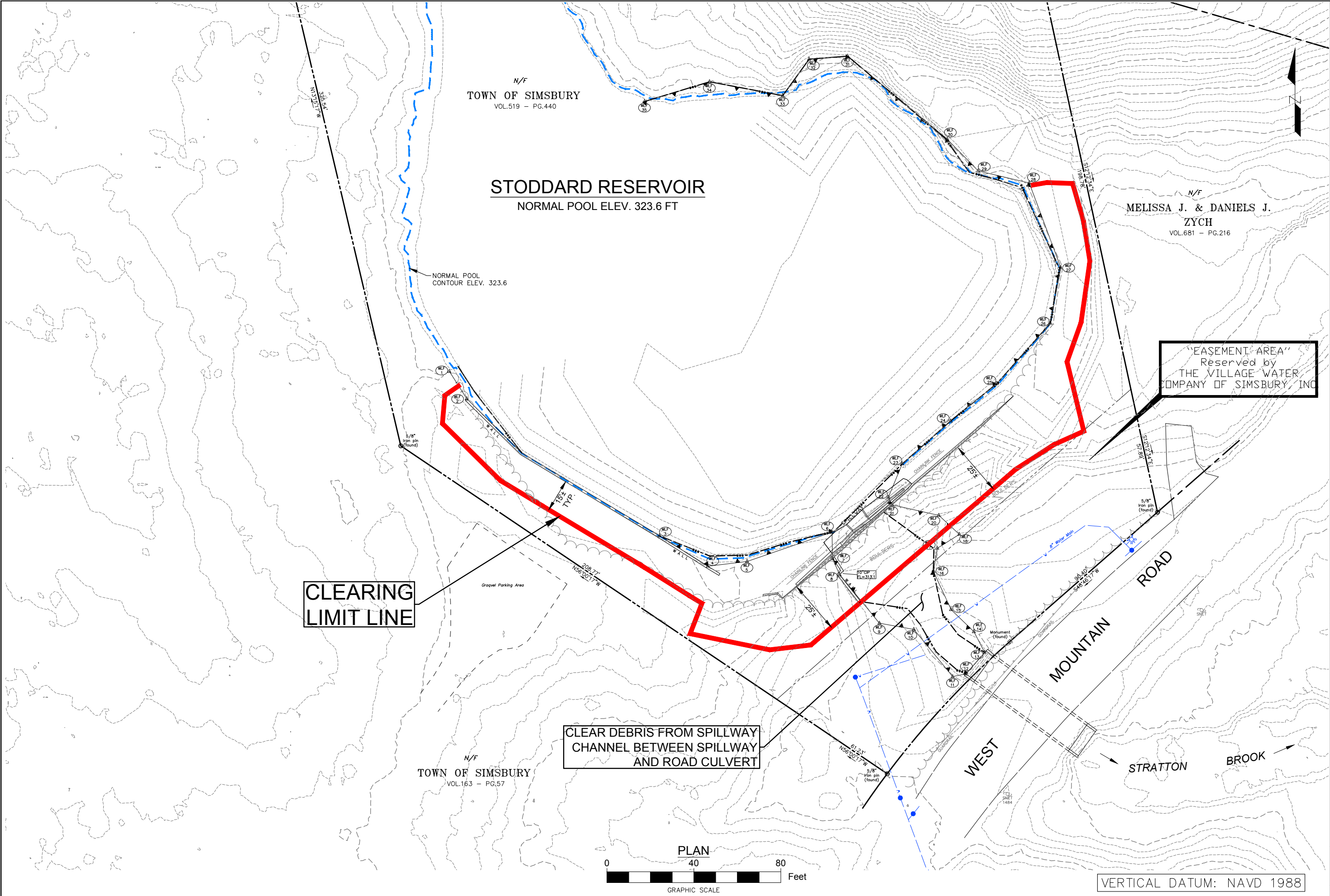
 <p><b>Lenard Engineering, Inc.</b> Civil, Environmental and Hydrogeological Consultants 2210 Main Street 140 Willow Street Gastonbury, CT 06033 (860) 659-3100</p>	<p align="center"><b>CLEARING LIMITS</b></p> <p align="center">LAKE BASILE DAM <b>STATE DAM I.D. #12801</b> NEAR WOLCOTT ROAD TOWN OF SIMSBURY, CONNECTICUT</p>			Drawing date: September 10, 2019		Designed By:																																																		
				<table border="1"> <thead> <tr> <th>Rev.</th> <th>Date</th> <th>Update per Town Comments</th> <th>Revision</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10/03/19</td> <td></td> <td></td> <td>J.S.</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Rev.	Date	Update per Town Comments	Revision	By	1	10/03/19			J.S.																																								
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Job #: 19-139				Checked By:																																																				



SCALE: NOT TO SCALE

CLEARING LIMITS PLAN  
ORKIL FARMS DAM  
STATE I.D. #12817  
TOWN OF SIMSBURY, CONNECTICUT

DATE: 07/17/2020  
DESIGNED BY: DFG  
DRAFTED BY: DFG  
CHECKED BY: JFS



Designed By:

Drawn By:

Checked By:

Drawing date:

September 10, 2019

Rev.	Date	Revision	By
1	10/03/19	Update per Town Comments	JS

CLEARING LIMITS

STODDARD REVERVOIR DAM

STATE DAM I.D. #12804

WEST MOUNTAIN ROAD

TOWN OF SIMSBURY, CONNECTICUT

Lenard Engineering, Inc.

Civil, Environmental and Hydrogeological Consultants

2210 Main Street 140 Willow Street 19 Midstate Drive

Gastonia, CT Winsted, CT Auburn, MA

(860) 659-5100 (860) 379-8869 (508) 721-7600

Drawing #:

1.2

Job #:

19-139



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Thomas E. Vincent, First Selectman

## Chapter 13, ETHICS, CODE OF

[HISTORY: Originally adopted by the Board of Selectmen of the Town of Simsbury 9-14-1988.  
Revised on September 10, 2001.]

### Chapter 13-1. Legislative Intent.

The proper operation of government requires that public officials and public employees be independent, impartial and responsible to the people; that governmental decisions and policies be made free from undue influence and in the proper channels of governmental structure; that governmental office and employment not be used for unauthorized personal gain; that governmental officials and employees strive to avoid even the appearance of impropriety; and that the public have confidence in the integrity of its government. The purpose of this Code of Ethics is to set forth standards of ethical conduct to guide officials and employees of the Town of Simsbury in the conduct of their public responsibilities and to develop and maintain a tradition of responsible and effective public service. In recognition of these goals, this Code of Ethics is established pursuant to authority granted to the Town by Connecticut General Statutes §7-148h.

### Chapter 13-2. Board of Ethics.

- A. Establishment. As authorized by §702 and §715 of the Charter of the Town of Simsbury and §7-148h of the Connecticut General Statutes, the Board of Selectmen shall appoint a Board of Ethics consisting of six members, two of whom shall be registered Republicans, two of whom shall be registered Democrats and two of whom shall be unaffiliated voters. The members of the Board shall serve four-year terms, except that at the first appointment by the Board of Selectmen, one Republican, one Democrat and one unaffiliated voter shall be appointed for two-year terms, with the remaining members appointed for four-year terms. Biennially, thereafter, the Board of Selectmen shall appoint in the manner provided in the Charter of the Town of Simsbury.
- B. Organization and Procedure. The Board shall elect a Chairman and Vice Chairman/ Secretary and shall establish its own rules and procedures, which shall be available to any elector of the town upon request to the Board. The first rules and procedures shall be established within six months of the date this chapter becomes effective. The need to maintain confidentiality in order to protect the privacy of public officials, employees and consultants shall be considered when establishing the rules and procedures. It shall keep records of its meetings and shall hold meetings at the call of the Chairman and at such other times as it may determine.

C. Powers and Duties.

- (1) The Board shall render advisory opinions with respect to the applicability of the Code of Ethics to specific situations to any agency or any official, employee or consultant pursuant to a written request or upon its own initiative. The Board may also issue guidelines. Such opinions and guidelines, until amended or revoked, shall be binding on the Board and reliance upon them in good faith is an absolute defense in any action brought under the provisions of this chapter or under Section 1103 of the Town Charter. Any request or opinion, the disclosure of which invades the personal privacy of any individual [as that term is used in Connecticut General Statutes §1-19(b)(2) by the Connecticut Freedom of Information Commission and the courts], shall be kept confidential in a personnel or similar file and shall not be subject to public inspection or disclosure. The Board may make available to the public any advisory opinions that do not invade an individual's privacy and may take other appropriate steps in an effort to increase public awareness of this Code of Ethics.
- (2) The Board shall establish procedures by which the public may initiate complaints alleging a violation of this Code of Ethics. The Board itself may also initiate such a complaint. The Board shall have the power to hold hearings concerning the application of this code and its violation and may administer oaths and compel the attendance of witnesses by subpoena. As required by §7-148h (a) of the Connecticut General Statutes, the provisions of §1-82(a) through (e) of the Connecticut General Statutes shall apply to all investigations and hearings held under this ordinance. If the Board determines that there is probable cause it shall continue the investigation and hold such further hearings as may be necessary, and if the Board determines that the respondent has, in fact, violated the provisions of this code, it shall file a memorandum of decision with a recommendation for appropriate action with the Board of Selectmen, except with respect to individuals under the jurisdiction of the Board of Education, in which cases the memorandum of decision shall be filed with the Board of Education. In the case of a consultant, it shall also be filed with the contracting agency. The recommended action may include private reprimand, public censure, a fine not to exceed \$100 or other such action as the Board of Selectmen or Board of Education may deem appropriate in accordance with their respective responsibilities under the law provided that in the case of union employees, such recommended action does not constitute a unilateral change in conditions of employment. No such recommendation shall limit the authority of the Board of Selectmen or the Board of Education under the Charter of the Town of Simsbury or under any ordinance, statute or any other law, and the actions hereunder shall be supplemental to any authority the Board of Selectmen or Board of Education has under any ordinance, statute or any other law. Any discussion by the Board of Selectmen, Board of Education or contracting agency of an individual affected by said memorandum of decision shall be in executive session, unless the individual affected requests that such discussion be held in open session.

**Chapter 13-3. Definitions.**

For the purpose of this chapter, the following terms shall have the indicated meanings:

- A. "Agency" means all boards, commissions, authorities and committees of the Town of Simsbury, including the Board of Education but not including a Town Meeting.
- B. "Official" includes all persons who are members of a Town agency.
- C. "Employee" includes all persons, including but not limited to officers and supervisors, employed by the Town and encompasses all persons, including but not limited to officers and supervisors, employed by the Board of Education.
- D. "Consultant" means any independent contractor or professional person or firm that is engaged by and receives compensation from any agency for the purpose of providing scientific, technical or other specialized opinion to such agency and is in a position to influence any decision of an agency, official or employee.
- E. "Financial Interest" means any interest that: (1) has a monetary value of \$100.00 or more or generates a financial gain or loss of \$100.00 or more in a calendar year; and (2) is not common to the other citizens of the Town. An individual's "financial interests" shall include the financial interests of all members of his/ her family who reside in his/ her household but shall not include any duly authorized compensation from the Town.

- F. "Beneficial Interest" means any non-financial interest or special treatment that is not common to other citizens of the Town. An individual's "beneficial interests" shall include the "beneficial interests" of all members of his/her family who reside in his/her household.
- G. "Confidential Information" means information, whether transmitted orally or in writing, that is obtained by an official or employee by reason of his/ her public position and is of such nature that, at the time of transmission, it is not a matter of public record.
- H. Immediate Family means a member of a person's family who resides in the person's household.

#### **Chapter 13-4. Consultants.**

This Code of Ethics shall be incorporated into all contracts entered into by an agency and a consultant.

Persons or firms who are engaged by and receive compensation from other entities, such as the state or federal government, and who are in a position to influence any decision of an agency, official or employee shall be guided by this Code of Ethics, and the Board of Ethics, upon complaint or its own motion, may make recommendations to the entity employing such persons.

#### **Chapter 13-5. Confidential Information.**

Except as otherwise required by law, no official, employee or consultant shall disclose, without proper authorization, confidential information, nor shall he/ she use such information to advance his/her financial or beneficial interests or the financial or beneficial interests of others. This section shall not be used to restrict the release of information that is properly available to the public.

#### **Chapter 13-6. Use of Influence.**

No official, employee or consultant may inappropriately use his/ her position to seek, demand, or influence a financial interest or a beneficial interest in his/ her favor or in favor of any other person or entity.

#### **Chapter 13-7. Gifts and Favors.**

No official, employee or consultant or any member of his/her immediate family nor any agency, employee organization or group of employees shall solicit or accept any valuable gift, whether in the form of a service, a loan at a less than a commercially reasonable rate, a material thing or a promise, from any person or entity who or which is interested directly or indirectly in any business transactions or pending matters that are within the purview of such prospective recipient's official responsibilities. No official or employee shall accept any special favor, treatment, consideration or advantage beyond that which is generally available to citizens of the Town from any person who, to the official or employee's knowledge, is interested directly or indirectly in any business transactions or pending matters that are within his/ her official responsibilities. For purposes of this section, pending matters include, but are not limited to, applications to agencies, bids for work to be performed, applications for employment and bids for the furnishing of supplies, equipment or other items.

The Board of Ethics shall formulate guidelines for delineating gifts and favors deemed not to be of value in order to avoid de minimus situations. Such guidelines shall become effective upon adoption by the Board of Selectmen.

This section shall not apply to a political contribution otherwise reported as required by law.

#### **Chapter 13-8. Equal Treatment.**

Without proper authorization, no official, employee or consultant shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

### **Chapter 13-9. Conflict of Interest.**

An official or employee or consultant has a conflict of interest when he/she engages in or participates in any transaction, including private employment and the rendering of private services, that is incompatible with the proper discharge of his/her official responsibilities in the public interest or would tend to impair his/her independent judgment or action in the performance of his official responsibilities.

An official or employee or consultant has a financial interest or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if he/ she has reason to believe or expect that he/she will derive such interest by reason of his/her performance of his/her official responsibilities.

An official or employee or consultant does not have a financial or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if any such interest accrues to him/her as a member of a business, profession, occupation or group to no greater extent than it accrues to any other member of the business, profession, occupation or group that he/she represents. This does not relieve an individual from his/her obligation to refrain from voting on any matter that would directly benefit his/her business, profession, occupation, group or immediate family as required by Section 13-10 of this Code of Ethics, Section 1103 of the Charter of the Town of Simsbury and General Statutes §7-148h(b).

### **Chapter 13-10. Disclosure.**

- A. Any official, employee or consultant who has a financial or beneficial interest, direct or indirect, in any contract, transaction or decision within the purview of his/her official responsibilities shall disclose that interest in writing to the Board of Selectmen. Such disclosure also shall be provided, in the case of an official, to the agency of which the official is a member, and, in the case of an employee or consultant, to the agency by which he/she is employed or has been retained. Such disclosure shall disqualify the official, employee or consultant from participation in the matter, and violation of this section shall be grounds for removal by the appropriate agency in accordance with applicable law.
- B. No official or employee or consultant shall appear on behalf of any private person or party before any agency in connection with any cause, proceeding, application or other matter in which he/ she has a financial or beneficial interest without first disclosing such interest to the agency, which shall record such disclosure in the record of the agency's proceeding. The Secretary or Clerk of said agency shall notify the First Selectman and, in the case of an official or employee of the Board of Education, the Chairman of the Board of Education, and the Chairman of the Board of Ethics in writing of such disclosure within three business days.

### **Chapter 13-11. Incompatible Employment and Activities.**

- A. No official or employee shall engage in or accept private employment or render services for private interest when the employment or services: (1) are incompatible with the proper discharge of his/her official duties; or (2) would tend to impair his/her independence of judgment or action in the performance of his official duty. No consultant shall engage in employment or render services for interests other than the Town when such employment or services: (1) are incompatible with the proper discharge of his/her consulting duties; or (2) would tend to impair the independence of his/her judgment or action on the matter for which he has been engaged by the Town.
- B. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency with which he/she previously was employed or affiliated for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.
- C. No former official, employee or consultant shall appear on behalf of any private person or other entity before any agency in regard to a matter in which he/she previously participated in the course of his/her official responsibilities for a period of one year after the termination of his/her public service or employment. Such an individual may be relieved of his/her duty to refrain from such appearance upon written application to the Board of Ethics, which Board shall review the written application and relevant facts.

- D. Subsections B, C and D of this section shall not prohibit any current or former official, employee or consultant from appearing before any agency on his/her own behalf or on behalf of members of his/her family living in his/her household. To avoid the appearance of impropriety, officials are strongly discouraged from recusing themselves and appearing before their own agency unless extenuating circumstances exist. When in doubt, an official should seek an opinion from the Board of Ethics prior to appearing before his/her own agency.
- E. An official should not appear before, or participate in the proceeding of, another agency in violation of Connecticut General Statutes §8-11 or §8-21 or any other provision of the General Statutes.
- F. To avoid even the appearance of impropriety, an official not otherwise prohibited shall exercise care when appearing before other agencies and shall disclose whether he/she is appearing in his/her official capacity or as a private citizen.

#### **Chapter 13-12. Acknowledgment Form.**

- A. Every official shall sign and file with the Board of Selectmen an acknowledgement form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being sworn into office and again thereafter in January of each even numbered year. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- B. Every consultant shall sign and file with agency by which he/she is retained an acknowledgment form, supplied by the First Selectman, indicating his/her awareness of the provisions of this Code of Ethics, the guidelines thereunder and Section 1103 of the Charter of the Town of Simsbury on or before being retained by an agency. The Board of Selectmen shall adopt and implement a procedure for monitoring compliance with the aforesaid filing requirement.
- C. The Board of Selectmen shall adopt and the First Selectman shall implement a plan for making all employees, other than persons who are employed by the Board of Education, aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Selectmen shall contain a provision requiring that department heads review such provisions with all such employees at an interval to be determined by the Board of Selectmen. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption.  
Every employee, other than persons employed by the Board of Education, shall execute an acknowledgment form, supplied by the First Selectman, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury as follows:
  - 1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
  - 2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in paragraph C above and thereafter at intervals specified by the Board of Selectmen, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.
- D. The Board of Education shall adopt and the Superintendent shall implement a plan for making all employees of the Board of Education aware of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury. The plan adopted by the Board of Education shall contain a provision requiring that department heads review such provisions with all employees at an interval to be determined by the Board of Education. The plan shall be completed within 120 days after the adoption of this Code of Ethics, and a copy of the plan shall be filed with the Board of Ethics upon its adoption. Every employee of the Board of Education, shall execute an acknowledgment form, supplied by the Superintendent, indicating the employee's awareness of the provisions of this Code of Ethics, the guidelines issued thereunder and Section 1103 of the Charter of the Town of Simsbury, as follows:

1. New employees shall execute the form at the time of employment and thereafter in accordance with subparagraph 2 below.
2. Current employees shall execute the form within 60 days after the adoption of the procedure set forth in Paragraph D above and thereafter at intervals specified by the Board of Education, but in no event shall such intervals be less frequent than a period of 2 years from the date of signing the last acknowledgement form.

**TOWN OF SIMSBURY**

**Acknowledgement Form  
and  
Charter Section 1103  
Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST  
SECTION 1103**

**CONFLICTS OF INTEREST.** It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**Town of Simsbury  
Board of Ethics**

**Guidelines for Gifts and Favors**

The following guidelines are issued to delineate gifts and favors deemed to be of no substantial value and permissible under the provisions of Section 13-3 of the Code of Ethics Ordinance for the Town of Simsbury:

1. The acceptance of a small gift, the denial of which would appear discourteous, provided the value of the gift does not exceed approximately \$50.00 from a single donor or \$100.00 per calendar year from a single donor, is permitted.
2. If a gift is received which is of such insignificant consequence that the cost of its return exceeds the value of the gratuity, it may be accepted.
3. Inexpensive advertising novelties, such as pens, calendars, and other items customarily distributed to both the public and private sector, may be accepted.
4. An occasional meal or entertainment event may be accepted if it is in the ordinary course of business, but under no circumstances shall a meal or other event be accepted if the value exceeds approximately \$50.00. Occasional means: infrequent, without regularity, and generally not to exceed six or eight occasions per year.
5. Any other offer for travel, meals or entertainment is prohibited by the ordinance unless:
  - (a) it is part of an event related to the Town's business in which the employee or public officials from other municipalities are also offered the same benefit;  
AND
  - (b) the event is approved in advance by the First Selectman in the case of Town officials and employees, or the Superintendent of Schools in the case of Board of Education officials and employees.

Any such approvals by the First Selectman or Superintendent of Schools which exceed \$50.00 in value shall be reported in writing to the Chair of the Board of Ethics within ten (10) business days following the date of approval giving a description of the event, the approximate dollar amount involved, and the reason for the approval.

6. Acceptance of a gift, meal, entertainment event or other gratuity from a family member of person having a close relationship who would ordinarily be giving or exchanging gifts for special occasions such as religious holidays, birthdays, birth or adoption of a child are allowed unless the donor has a matter pending where the recipient of the gift has decision making authority.

Approved by the Board of Selectmen on September 10, 2001

---

**TOWN OF SIMSBURY**  
**SAMPLE CONTRACT**  
**DAM CLEARING**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ by and between THE TOWN OF SIMSBURY, 933 Hopmeadow Street, Simsbury, Connecticut hereinafter referred to as the OWNER and \_\_\_\_\_ with an address at \_\_\_\_\_ hereinafter referred to as the CONTRACTOR

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

1. The CONTRACTOR will furnish all of the materials and supplies, equipment, and labor and other services necessary in conformance with these contract documents for the construction and completion of the project described in general as follows: DAM CLEARING, Simsbury, CT, as defined in the Standard Instruction for Bidders.
2. COMPLETION OF WORK. The Contractor shall commence the work covered by this contract within ten (10) calendar days after the date of receipt of the Notice to Proceed and shall complete the same within 45 calendar days unless the period for completion is extended as provided for in the General Conditions.
3. CONTRACT SUM. The Owner shall pay the Contractor for the performance of said work the lump sum of \$\_\_\_\_\_, subject to additions or deductions provided herein in conformity with the bid schedule of prices.
4. The Contract Documents include the following:
  - (a) Notice and Instructions to Bidders dated \_\_\_\_\_
  - (b) Bidder's Proposal dated \_\_\_\_\_
  - (c) Notice of Award dated \_\_\_\_\_
  - (d) Contract
  - (e) General Conditions
  - (f) Supplemental General Conditions
  - (g) Technical Specifications

(h) Plans prepared by Department of Engineering, 933 Hopmeadow Street, Simsbury, Connecticut and plans prepared by Lenard Engineering, Inc., 140 Willow Street, Winsted, Connecticut.

(i) Technical Specifications prepared or issued by the town of Simsbury dated

\_\_\_\_\_DATE\_\_\_\_\_

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions and in such amounts as required by the Contract Documents.
6. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

**OWNER:**

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Town of Simsbury  
By: Maria E. Capriola  
Town Manager

**CONTRACTOR:**

\_\_\_\_\_  
COMPANY NAME  
BY:

**PROJECT: DAM CLEARING**

**Information Needed for Communications on the Project**

Name of Company: \_\_\_\_\_

Location of Company Office:

Street \_\_\_\_\_

City/State \_\_\_\_\_

Zip Code \_\_\_\_\_

Mailing Address of Company Office (if different than location):

Street: \_\_\_\_\_

City/State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone No. of Company's Office (include area code):

Phone No. of Company's Project Office (if applicable):

Company Official Responsible for this Project:

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone No. \_\_\_\_\_

Project Supervisor or Foreman: Name . \_\_\_\_\_

Phone No. \_\_\_\_\_

Person to be Contacted in Emergencies after Work Hours:

Name \_\_\_\_\_

Phone No. \_\_\_\_\_

Person to be Contacted in Emergencies on Weekends and Holidays:

Name . \_\_\_\_\_

Phone No. \_\_\_\_\_

If any changes to the above information occur during the progress of the work, the Town Engineer shall be immediately notified.

**Town of Simsbury  
DAM CLEARING**

**SUPPLEMENTAL CONTRACT SECTION**

**CODE OF ETHICS**

Chapter 13 of the Code of Ordinances, the Simsbury Code of Ethics, is hereby incorporated by reference as if fully set forth, and is made a part of the Contract Documents. All Contractors shall sign the Acknowledgement Form.

**TOWN OF SIMSBURY**

**Acknowledgement Form  
and**

**Charter Section 1103 Code of the Town of Simsbury**

**ACKNOWLEDGEMENT FORM**

I have read Section 1103 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as a Contractor retained by the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1103 of the Charter.

Areas of Exception

**CONFLICTS OF INTEREST  
SECTION 1103**

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the town or of any board or commission shall disqualify such elected or appointed official or such member of a board of commission or such town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE**

I hereby certify, under penalties of perjury, that I am engaged in the performance of a construction contract on a project for the following named exempt agency or organization:

**Town of Simsbury**

---

Full Name of Agency of Organization

**933 Hopmeadow Street  
Simsbury, CT. 06070**

---

Address of Same

That such agency is, to the best of my knowledge and belief, exempt from the Sales and Use Tax because it is a

**Town**

---

(Town, School, Fire or Police Department, Library etc.,  
or other branch of State or Federal Government)

in accordance with Regulation No. 16 of Sales and Use Tax.

That this certificate is issued to cover all purchases of materials and supplies, designated by me, for use of the project referred to above.

Permit No. (if any) (signed)

Contractor

Date:

Place:

---

Firm Name

Address:

## **GENERAL CONDITIONS**

### **1. DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, The following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA - Written or Graphic Instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER -Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT TIME.
- 1.6 CONTRACT DOCUMENTS - The contract including Advertisement for Bids, information for Bidders, BID, Agreement,- NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, AND ADDENDA.
- 1.7 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.8 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.9 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.10 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.11 ENGINEER - The Town Engineer for the Town of Simsbury, Connecticut.

GENERAL CONDITIONS

- 1.12 FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.13 INSPECTOR - The person appointed by the Town of Simsbury, Conn. to supervise the WORK and shall extend to and include any assistant whom he/she may designate to act in the premises.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date of commencement of the work.
- 1.16 OWNER - The Town of Simsbury, Connecticut (A Public Body) for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 SHOP DRAWINGS - All Drawings, Diagrams, Illustrations, Brochures, Schedules, and other data which are prepared by the CONTRACTOR, A SUBCONTRACTOR, manufacturer SUPPLIER or Distributor which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.19 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.20 SUBCONTRACTOR - An individual firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.
- 1.21 SUBSTANTIAL COMPLETION- That date as certified by the TOWN ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.22 SUPPLEMENTAL GENERAL CONDITIONS - Special provisions required by the funding program or Agency (Federal, State, or Local) for participation in the PROJECT and included in the CONTRACT DOCUMENTS. Also such requirements that may be imposed by Applicable State Laws and special characteristics of the PROJECT.

## GENERAL CONDITIONS

- 1.23 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.24 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, all construction tools, machinery, and equipment, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.25 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by Mail to the said party at his/her last given address or delivered in person to said party or his/her authorized representative on the WORK.

## **2. PAYMENT**

- 2.1 On the first of each month, the Contractor may submit an itemized estimate of work completed up to that time, including an estimate of the portion of lump sum items completed.
- 2.2 He/she must, if requested by the Town Engineer, submit satisfactory evidence that he/she has paid in full for all labor, materials and equipment included in the monthly estimate. The estimates shall be made on forms furnished by the Town and the Contractor shall certify that the estimate is correct and the work performed is in conformity with the plans and specifications. No later than 31 days after submission by the Contractor, and acceptance by the Town, of the estimate, the Town will pay the estimated cost, less five percent (5%) retained by the Town.
- 2.3 After completion of the project and acceptance by the Town, the Contractor shall submit an itemized final estimate. No later than 31 days after acceptance of the final estimate by the Town, the Town shall pay ninety-five (95%) percent of the Contract price. No later than six months after acceptance of the final estimate the Town will pay the five (5%) retained, unless in that time the materials or workmanship in the project shall have been found to be defective.

## **3. PERMITS DURATION**

- 3.1 The Contractor must obtain all necessary permits and pay the fee for them. (Town portion of permit fees are waived. The State of Connecticut portion of building permits will not be waived.)
- 3.2 Should the Town be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Town, the Contractor shall not be entitled to or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

#### **4. SUPERVISION**

- 4.1 The Town will be represented at all times by the TOWN ENGINEER or an employee authorized by the TOWN ENGINEER to represent him/her; and the TOWN ENGINEER or his/her authorized representative shall have sole authority in the interpretation and execution of the contract.
- 4.2 The Contractor must have a competent Field Supervisor on the job during all working hours and notify the Town of his/her name and address in writing, and where he/she may be reached normally after working hours. In the event of the absence of the Field Supervisor, the Contractor must appoint a second in command to take responsible charge of the job. The actual performance of work and superintendence shall be performed by the Contractor but the owner shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor.

#### **5. LAYOUT**

- 5.1 The Town will provide line and grade by means of offset points. However, the Contractor will protect these offset points and may be charged for replacing of same. Any additional field work required to reestablish these offset points to facilitate construction will be paid for by the Contractor.

#### **6. SITE WORK**

- 6.1 The Contractor will be responsible for maintenance of adequate barricades, signs, and warning systems to protect the job and the public.
- 6.2 The Contractor shall properly protect all underground and above ground utilities from damage. No interruption shall be caused to any utility without the knowledge of the TOWN ENGINEER

#### **7. STANDARDS**

- 7.1 Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Town Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without written approval.

## **8. CHANGES IN WORK**

- 8.1 The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly.

## **9. CORRECTION OF WORK AFTER FINAL PAYMENT**

- 9.1 Neither the final Certificate nor payment nor any provision in the Contract Documents shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of substantial completion.
- 9.2 The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the TOWN ENGINEER subject to mediation.

## **10. INSURANCE REQUIREMENTS**

The Contractor must carry insurance under which the Town is named as an assured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
- |  |             |
|--|-------------|
| Injury or death of one person:                       | \$2,000,000 |
| Injury to more than one person in a single accident: | \$1,000,000 |
| Property damage in one accident:                     | \$1,000,000 |
| Property damage in all accidents:                    | \$2,000,000 |
| Excess/Umbrella Liability:                           | \$1,000,000 |
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:
- |  |             |
|--|-------------|
| Injury or death of one person:                       | \$1,000,000 |
| Injury to more than one person in a single accident: | \$1,000,000 |
| Property damage in one accident:                     | \$1,000,000 |
| Property damage in all accidents:                    | \$1,000,000 |

- D. Builders Risk including Fire and Extended coverage:  
In an amount equal to the value of construction completed plus materials delivered to the site.

Insurance under B, C, and D above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Insurance under D above must be carried for the whole duration of the project and until acceptance by the Town.

Subcontractors must carry A, B and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Town Engineer prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Town Engineer.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

NOTE: Coverage under "B" shall include XCU coverage as necessary, Collapse and Underground shall be provided for ALL Contracts. Explosion will be provided if specified, or prior to any blasting being performed under the Contract.

## **11. OWNER'S RIGHT TO DO WORK**

If the Contractor fails to prosecute the work properly or fails to perform any provisions of this contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Provided, however, that the Public Works Director shall approve both such action and the amount charged to the Contractor.

## **12. ACCEPTANCE OF FINAL PAYMENT AS 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 other than claims in stated amounts as may be specifically excepted by 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.

## **GENERAL CONDITIONS**

### **13. CONTRACT SECURITY**

N.A.

### **14. ASSIGNMENT**

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right title or interest therein, or his obligations there under, without written consent of the other party.

### **15. DRAWINGS AND SPECIFICATIONS**

- 15.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner ready for use, occupancy, or operation by the OWNER.
- 15.2 In case of conflict between the DRAWINGS AND SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

GENERAL CONDITIONS

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- 15.3 Any discrepancies found between the DRAWINGS AND SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.
- 15.4 The OWNER will furnish free of charge to the contractor up to three (3) copies of the DRAWINGS and SPECIFICATIONS as necessary for the proper execution of the WORK.

## **16. MATERIALS, WORKMANSHIP, SERVICES, AND FACILITIES**

- 16.1 It is understood that except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, tools, equipment, sanitary conveniences, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 16.2 All materials furnished shall be new and of the best quality customarily used in or furnished for work of the character of that herein proposed. Many features of the proposed work are described in detail herein, but the failure to so describe any part of the proposed work or any details or appurtenance thereof shall not be an exception to the above rule. The absence of requirements in drawings or specifications covering details usually included in first class installations of this kind shall not excuse the contractor for their omission in this work.
- 16.3 All workmanship shall be of the best quality for WORK of the character of that herein proposed. The CONTRACTOR shall employ only competent employees to do the WORK required.
- 16.4 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 16.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 16.6 Drinking water furnished for the employees on the job shall comply with O.S.H.A. regulations.

## **17. PROTECTION OF WORK AND PROPERTY**

- 17.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK--he/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the site and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 17.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He/she will notify owners of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, and SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or the acts or omissions, of the OWNER or the TOWN ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 17.3 The CONTRACTOR will notify the OWNER at least one week prior to the start of construction.
- 17.4 The CONTRACTOR shall be responsible for verifying the location of any existing utilities. The CONTRACTOR shall notify "Call Before You Dig" at 1-800-922-4455 such that any utility lines can be marked.
- 17.5 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **18. CHANGES IN CONTRACT PRICE**

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the

CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

## **19. TIME FOR COMPLETION**

- 19.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 19.2 The CONTRACTOR will proceed with the work at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 19.3 If the CONTRACTOR is delayed at any time in the progress of the WORK by changes ordered in the WORK, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER may determine justifies the delay, then the CONTRACT TIME shall be extended by CHANGE ORDER for such reasonable time as the ENGINEER may determine.

## **20. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 20.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days, or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which work shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 20.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled

workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the TOWN ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method he/she may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the TOWN ENGINEER and incorporated in a CHANGE ORDER.

- 20.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 20.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 20.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon Ten (10) Days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK until he has been paid all amounts then

due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 20.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or TOWN ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **21. INDEMNIFICATION**

- 21.1 The CONTRACTOR will indemnify and hold harmless the OWNER and their agents and employees from and against all Claims, Damage, Loss, or Expense including Attorney's fees arising out of or resulting from the performance of the WORK, provided that any such Claims, Damage, Loss or Expense is attributed to Bodily Injury, Sickness, Disease or Death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 21.2 In any and all claims against the OWNER or any of their agents or employees, by any employee of the CONTRACTOR or SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the INDEMNIFICATION OBLIGATION shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefits Acts.
- 21.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER or any of its agents or employees arising out of the preparation or approval of MAPS, DRAWINGS, Opinions, Reports, Surveys, CHANGE ORDERS, Designs, or SPECIFICATIONS.

## **22. SEPARATE CONTRACTS**

- 22.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect

and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 22.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other Contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are Parties to such CONTRACTS (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 22.3 If the performance of Additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a Claim therefore as provided in Sections 22 and 23.

### **23. SUBCONTRACTING**

- 23.1 The CONTRACTOR may utilize the services of Specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by Specialty CONTRACTORS.
- 23.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of Fifty (50) Percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 23.3 The CONTRACTOR shall be fully responsible to the OWNER for the Acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by him.
- 23.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS, as applicable to the WORK OF SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise of the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 23.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **24. GUARANTY**

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the PROJECT that the completed PROJECT is free from all defects due to faulty materials or WORKMANSHIP and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the PROJECT resulting from such defects. The

OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

## **25. DISPUTE RESOLUTION**

- 25.1 All claims, disputes and other matters in questions arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of Final Payment as provided by Section 16, shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing Connecticut Arbitration law.
- 25.2 Notice of the Demand for Arbitration shall be filed in writing with the Other Party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the Town Engineer. The Demand for Arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable Statute of Limitations.
- 25.3 The CONTRACTOR will carry on the WORK and maintain the Progress Schedule during any Mediation proceedings, unless otherwise mutually agreed in writing.

## **26. TAXES**

The CONTRACTOR will pay all consumer, use, and other similar taxes required by the Law of the Place where the WORK is performed. This WORK is being performed for a Municipal Government and is exempt from Sales Tax.

GENERAL CONDITIONS

## **SUPPLEMENTAL GENERAL CONDITIONS**

1. PA 86-87, AAC Workers' Compensation Insurance Requirements for Contractors on Public Works projects and State licenses, prohibits municipalities from entering into a public works contract with an employer without receiving sufficient evidence from the employer that he has workers' compensation insurance and a statement from the state treasurer that the employer does not owe the Second Injury and Compensation Assurance Fund any money.
2. The Town of Simsbury Public Works Department shall be notified at least five (5) days prior to beginning work.
3. Prior to beginning work, the "Call Before You Dig" service shall be notified by the Contractor by calling 811 or 1-800-922-4455, or, if the contractor is registered, by e-ticket entry, such that any underground utilities in the immediate vicinity of the work can be marked.
4. All staking and surveying will be the responsibility of the Contractor.
5. All road monuments and lot pins shall be PRESERVED. Cost of resetting will be back charged to the Contractor.
6. Sales and Use Tax Exempt Purchase Certificate/ The Contractor's attention is called to Regulation 18 as amended promulgated by the Sales and Use Tax Division of the State Tax Department, which provided for the Exemption of the sales and use tax on the purchase of such materials and supplies as are to be physically incorporated in and become a permanent part of the project being performed under this contract. The Contractor or Subcontractor shall furnish his suppliers with a completed certificate, in the prescribed form; a copy of which is attached to these specifications
7. Upon completion or termination of the work, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials and rubbish resulting from its operations, leaving the premises in a neat and acceptable condition. In the event of failure to do so, the same may be done by the Owner at the expense of the Contractor.
8. The Contractor shall pay for any broken utility lines, except where the utility company may be liable under the "Call Before You Dig" law. The Owner will only pay for relocations necessary to complete the work of this project.
9. In accordance with Executive Order 11246, the Contractor is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following: hiring, placement, upgrading, transfer, demotion, recruitment, advertising, solicitation for employment training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

10. For all new underground facilities installed after January 1, 1989 which is practicable and for all repairs, replacements or modifications involving an exposure of existing underground facilities at least 100 feet longitudinally after January 1, 1989, of which the utility has knowledge of such exposure, the utility shall install a warning tape located above the facility, and keep appropriate records thereof. The minimum separation between the facility and the warning tape shall be 12 inches unless the depth, other underground facilities or other engineering considerations make the minimum separation infeasible. The warning tape shall be durable, designed to withstand extended underground exposure, be of color assigned to the type of facility for surface markings in Section 16-345-5 (h) and durable imprinted with an appropriate warning or message.

## SPECIAL PROVISIONS

1. **Cleaning Up:** The Contractor shall at all times keep the site and work free from accumulations of waste material or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

On completion of the work, the Contractor except as otherwise expressly directed or permitted in writing, shall tear down and remove all temporary structures built by him; shall remove all rubbish and abandoned materials of all kinds from all Contract structures and from any grounds, and shall leave all the grounds which may have been affected by his/her operations in a neat and satisfactory condition. Except as noted, all materials salvaged shall be the property of the Contractor.

2. **Act, Or Failure To Act, On Part Of Town Engineer Does Not Reduce Liability Of Contractor:** Giving notice or failure to give notice; or acting as authorized in the preceding sections, or failure to so act, on the part of the Town Engineer; or any question as to the adequacy of the notice by the Town Engineer, or of his/her acts, as provided in those sections, shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.
3. **Disposal of Surplus Materials:** The Contractor shall be responsible for the removal and satisfactory disposal of all surplus materials unless otherwise specified in the Detail Specifications. Town properties shall not be used for such disposal unless specifically authorized by the Town Engineer in writing. Property owners adjacent to the work may have indicated to the Town that their land might be available for disposal of surplus fill and this fact may be noted on the Contract Drawings. The Contractor shall, however, make his own arrangements for the use of such private lands and shall, if requested by the Town Engineer, evidence that such arrangements have been made before such use. Any required local permits shall be the responsibility of the Contractor.
4. **Utility Notification Prior to Excavation:** In accord with Public Act 77-350, the Contractor is required to notify any utility with facilities in the vicinity of the excavation at least two full days prior to excavation. Notification may be given by using the "Call Before You Dig" state wide, toll free telephone number, 811 or 1-800-922-4455., or if the contractor is registered, by e-ticket entry. Responsibility for proper notification of all utilities shall rest with the Contractor.

The Contractor shall contact the appropriate Town authorities concerning any public or semi- public events that may occur during the construction period and that may have an effect on his construction. The contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose on his schedule.

SPECIAL PROVISIONS

No claims for extras will be allowed because of any delays, caused by the imposed restrictions; however, additional time may be granted for completion of the work to compensate for any delays caused by said restrictions.

5. **The State of Connecticut, Department of Environmental Protection and other involved State agencies** shall have access and inspection rights to all parts of the work on this project.
6. **Quantities of work** may be increased or decreased by up to 30% with payment to be based on actual quantities of work completed and the bid unit prices.