

TOWN OF SIMSBURY

**DEPARTMENT OF PUBLIC WORKS
933 HOPMEADOW STREET
SIMSBURY, CT 06070**

INVITATION TO BID

FOR

GATEWAY ENTRANCE BROWNSTONE COLUMNS DPW 2022-05

The Town of Simsbury is soliciting bids for construction of GATEWAY ENTRANCE BROWNSTONE COLUMNS. The scope of work includes furnishing all labor, materials, equipment necessary for the construction of two (2) 9.76' tall gateway columns with welcome signs, reseeding of lawn, and related work as specified.

Sealed proposals will be accepted by Amy Merriweather, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT until 10:00 a.m., Thursday May 4, 2023.

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
GATEWAY ENTRANCE BROWNSTONE COLUMNS**

1. Project Overview:

The Town of Simsbury is soliciting bids for construction of GATEWAY ENTRANCE BROWNSTONE COLUMNS. The scope of work includes furnishing all labor, materials, equipment necessary for the construction of two (2) 9.76' tall gateway columns with welcome signs, reseeding of lawn, and related work as specified.

The scope of work for this project includes furnishing all labor, materials and equipment required to complete the project as specified.

2. Key Event Dates:

Invitation to Bid Issued April 11, 2023

Bids Due May 4, 2023

Commencement of Work Within 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 Bid for Town of Simsbury – Gateway Entrance Brownstone Columns". If forwarded by mail or courier, the sealed envelope must be addressed to "Amy Meriwether, Director of Finance, 933 Hopmeadow Street (Rt. 10/202), Simsbury, CT 06070". Bids must be at the office of the Director of Finance prior to 10 a.m., Thursday May 4, 2023. Postmarks are NOT an acceptable waiver of this policy. Once the first bid is opened, all bids are deemed final and no corrections or alterations may be made.
- 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

GATEWAY ENTRANCE BROWNSTONE COLUMNS

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. Thomas J. Roy, Director of Public Works/ Town Engineer by fax (860) 408-5416, Pubworks@simsbury-ct.gov, or by mail Department of Public Works, 66 Town Forest Road, West Simsbury, CT 06092. 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 received via an addendum available to all prospective bidders. Such addenda will become part of this Invitation to Bid and the resulting contract. At least two (2) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: 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:

None

7. Interpretation of Acceptable Work:

All work on this project is to be in accordance with the specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Simsbury. Work is to be done in a clean and workmanlike fashion and meet industry best practices for quality and performance.

8. Wage Rates:

State of Connecticut Department of Labor Prevailing Wage rates apply for any contract for new construction over \$1,000,000, and contracts for renovations of over \$100,000. Copies of these wage rates are incorporated in the Contract Documents for reference, contractor is responsible for confirm current rates with Connecticut Department of Labor. Each CONTRACTOR or Subcontractor performing Work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, and Unemployment insurance of both State and Federal government. Contractors must submit certified payroll documentation with each payment application for processing. Payment applications will not be approved without certified payroll.

9. 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.

10. 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
- 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 Director of Public Works/ 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

Director of Public Works/ Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works/ 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.

11. 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.~~

12. 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.

Bid Alternates will be awarded if it is determined to be in the best interest of the Town. The Town reserves the right to award any and all alternatives in the order that best suits the Town.

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 fifteen (15) 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
- Any Addenda, if issued

END OF STANDARD INSTRUCTION TO BIDDERS

BID FORM
GATEWAY ENTRANCE BROWNSTONE COLUMNS

Pursuant to and in compliance with the "Invitation to Bid" and Standard Instructions to Bidders relating thereto, the undersigned, having visited the sites and carefully examined all Bidding Documents and complete General Specifications together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids, hereby offers and agrees as follows:

- To provide all labor, materials, and anything else reasonably necessary to complete all work per the attached specifications.
- If awarded this Contract, we will execute a Contract with the Town of Simsbury, Owner of the properties.

In submitting this BID, the BIDDER acknowledges that:

1. Each lump sum price includes all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the finished work called for regarding the specified section of Town as stated in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. No representation of warranty has been made by the OWNER that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this CONTRACT.
3. Upon receipt of written notice of acceptance of this BID by the OWNER, the BIDDER shall execute the CONTRACT attached to these documents within ten (10) calendar days and other documents as required in these documents.
4. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDER'S investigations and findings and neither the OWNER nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Contract Documents.

Submitted By: _____
Company *Phone*

Street *City* *Zip*

Authorized Signature: _____
Signature *Printed Name*

GATEWAY ENTRANCE BROWNSTONE COLUMNS

BID FORM
GATEWAY ENTRANCE BROWNSTONE COLUMNS

ITEM NO.	Spec Section	ITEMS OF WORK	UNIT	ESTIMATED QUANTITIES	BID UNIT PRICE	EXTENDED AMOUNT
1	1	EXCAVATION (FOR OVER-EXCAVATION WHEN DIRECTED)	CY	10	\$	\$
2	2	GRANULAR (FOR OVER-EXCAVATION WHEN DIRECTED)	CY	10	\$	\$
3	5	INSTALL BROWNSTONE COLUMN AND FOUNDATION	EACH	2	\$	\$
4	6	PROCURE AND INSTALL SIGNS	EACH	2	\$	\$
				TOTAL BID:		\$
					<u>AUTHORIZED SIGNATURE</u> -	

* The Bidder is requested to fill in computed "Amount": In cases of discrepancy between Unit Prices Bid written in words and the Unit Prices Bid written in figures, the Unit Prices Bid written in words will govern. In case of a discrepancy between the unit prices bid and amount, the Unit Prices will govern.

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.

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 _____, 2022

Title
My Commission expires _____, 20__

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

A copy of the Town Code is available from the Office of the Town Clerk or is available on line at
http://www.simsbury-ct.gov/sites/simsburyct/files/file/file/towncode_1.pdf

**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 _____, 2022

Title

My Commission expires _____, 20_

IMPORTANT: THIS STATEMENT MUST BE SUBMITTED WITH BID

END OF SECTION

GATEWAY ENTRANCE BROWNSTONE COLUMNS

GATEWAY ENTRANCE BROWNSTONE COLUMNS

STANDARD CONTRACT DOCUMENTS FOR THE
DEPARTMENT OF PUBLIC WORKS

TOWN OF SIMSBURY
GATEWAY ENTRANCE BROWNSTONE COLUMNS

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 WINNING BIDDER with an address at ADDRESS OF WINNING BIDDER 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: _____, 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 _____ 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 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) Plans prepared by: _____
- (h) Technical Specifications prepared or issued by the Town of Simsbury dated _____

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 Capriola
Town Manager

Printed Name: _____

Title: _____

PROJECT: GATEWAY ENTRANCE BROWNSTONE COLUMNS

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 Public Works Director shall be immediately notified.

Town of Simsbury

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 ~~BONDS — Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR in accordance with the CONTRACT DOCUMENTS.~~
- 1.6 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.
- 1.7 CONTRACT DOCUMENTS - The contract including Advertisement for Bids, information for Bidders, BID, ~~Bid Bond~~, Agreement, ~~Payment Bond~~, ~~Performance Bond~~, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, AND ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 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.
- 1.12 ENGINEER - The Director of Public Works/ Town Engineer for the Town of Simsbury, Connecticut.
- 1.13 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.

- 1.14 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.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- 1.16 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.
- 1.17 OWNER - The Town of Simsbury, Connecticut (A Public Body) for whom the WORK is to be performed.
- 1.18 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 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.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 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.
- 1.22 SUBSTANTIAL COMPLETION- That date as certified by the 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.
- 1.23 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.
- 1.24 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.
- 1.25 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.
- 1.26 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.

He/she must, if requested by the 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.

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 DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER or an employee authorized by the TOWN DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER to represent him/her; and the DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER or is/her authorized representative shall have sole authority in the interpretation and execution of the contract.

GENERAL CONDITIONS

- 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 DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER.
- 6.3 Contractor will maintain site in a clean and professional manner. Contractor will clean area of work at the end of the day including sweeping adjacent pavement.
- 6.4 Contractor will use standard dust control methods when requested by the 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 DIRECTOR OF PUBLIC WORKS/ TOWN ENGINEER subject to mediation.

10. INSURANCE REQUIREMENTS

The Contractor must carry the following types of insurance under which the Town is named as an additional insured on a primary and non-contributory basis, 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 Connecticut State Statute.

Employer's Liability: at least \$100,000 per employee/ \$100,000 per incident, and \$500,000 per policy.

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:	\$1,000,000

B. Automobile (including owned, hired, non- owned) 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

C. 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 at least twenty-four (24) 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 final acceptance by the Town.

A waiver of subrogation is required in favor of the Town of Simsbury on all insurance policies, including workers' compensation.

Subcontractors must carry A, B and C in at least 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 Director of Public Works/ 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 Director of Public Works/ Town Engineer shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works/ 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.

Indemnification: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Simsbury from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from and are alleged to arise from the performance of this Agreement.

This provision shall survive termination of this Agreement.

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. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS ~~or the Performance BOND and Payment BONDS.~~

13. ~~CONTRACT~~SECURITY

~~The Contractor shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a performance BOND and a payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and shall be in a Form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State in which the WORK is to be performed or is removed from the list of surety companies accepted on FEDERAL BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the CONTRACTOR shall have furnished an acceptable BOND to the OWNER.~~

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.
- 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 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 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 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 to date. 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. In no event shall Contractor be entitled for costs and expenses for work not yet completed.

- 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 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 defend 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, CHANGEORDERS, 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 like 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.

~~The PERFORMANCE BOND or a MAINTENANCE BOND shall remain in force at a value of 25% of the completed WORK through the GUARANTEE PERIOD.~~

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 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.

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.
13. 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
14. 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.

15. 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. **Materials Testing:** The owner reserves the right to engage the services of a third-party testing or engineering company to oversee all or part of the work to be done. These services will be scheduled and paid for by the owner. The contractor will provide testing or engineering firm with resources necessary to complete their work.
3. **Act, Or Failure To Act, On Part Of 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 Engineer; or any question as to the adequacy of the notice by the 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.
4. **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 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 Engineer, evidence that such arrangements have been made before such use. Any required local permits shall be the responsibility of the Contractor.
5. **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" statewide, 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.

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.

6. **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.
7. **Quantities of work** may be increased or decreased by up to 50% with payment to be based on actual quantities of work completed and the bid unit prices.
8. **Conflicts with Columns** will immediately be brought to the attention of the Director of Public Works/ Town Engineer, or a designated representative. The decision on how to proceed will be at the sole discretion of the Director of Public Works/ Town Engineer
9. **Expectations of work sequencing** will be that the contractor has no more work unfinished at any time, than can reasonably be completed by end of working week.

GATEWAY ENTRANCE BROWNSTONE COLUMNS

INDEX TO STANDARD TECHNICAL SPECIFICATIONS

- Section 1 – Excavation
- Section 2 – Granular Fill
- Section 3 – Processed Aggregate Base
- Section 4 – Formation of Subgrade
- Section 5 – Install Brownstone Column and Foundation
- Section 6 – Procure and Install Signs
- Section 7 – Erosion and Sedimentation Controls
- Section 8 – Lawn Restoration
- Section 9 – Maintenance and Protection of Traffic

SECTION 1

EXCAVATION

DESCRIPTION

“Excavation” shall consist of the removal and satisfactory disposal of all unsuitable material taken from the elevation of the existing ground to the **finished grade** of concrete pier or masonry column, when directed by the Director of Public Works/ Town Engineer or his assigned agent. Excavation required for the appropriate installation for bid items “Concrete Pier”, “Masonry Column”, or “Restoration of Lawn Areas” are included in the unit price of the type specified.

CONSTRUCTION DETAILS

Excavation shall be made in conformance to the limits and grades required. Excavation beyond the limits shown on the plans will not be measured for payment. Topsoil, sod and other organic matter shall be removed and disposed of.

When bedrock is encountered, it shall be excavated to the slope lines and depths indicated on the plans. All loose and unstable material shall be removed and disposed of. Any blasting shall conform to applicable local, State and Federal laws and regulations. The Contractor shall be responsible for all damage due either directly or indirectly to such operation.

All suitable excavated material obtained within the project limits shall be used in the formation of embankments. Embankments shall be constructed of earth only. No bituminous concrete or reclaimed waste shall be used in the embankment. The material shall be free from refuse, stumps, roots, rocks, brush, weeds or other unsuitable material.

The depth of each layer, before compaction, shall not exceed twelve inches (12”). The embankment shall be crowned or pitched to provide drainage at the close of each day’s operation.

The entire embankment area shall be leveled off by suitable grading equipment and shall be compacted to at least the required minimum density by use of compaction equipment consisting of rollers, compactors or a combination thereof. The dry density after compaction shall not be less than 95 percent of the dry density for that soil when tested in accordance with AASHTO T180, Method D. Each layer shall be compacted at optimum moisture. All surplus excavated material shall become the property of the Contractor and disposed of off of the project site unless otherwise directed by the Director of Public Works/ Town Engineer.

Earth slopes shall be tracked by traversing the slopes with cleated tracks so that the cleat indentations are horizontal. Tracking shall be completed prior to placing topsoil. After all grading for the roadbed has been substantially completed and all drains installed, the subgrade shall be brought to the lines, grades and cross-sections shown on the plans. No particle over 3” shall in its greatest dimension be placed within 12” below the top of the prepared subbase.

All soft and yielding material within the subgrade shall be removed and replaced with suitable material. Compaction shall be as specified in Section 2.02 of CTDOT Form 817. The Contractor

shall protect the completed subgrade from damage. The subgrade shall be checked and approved by the Director of Public Works/ Town Engineer, or his assigned agent, prior to placing pavement structure thereon.

For test pit excavation, the Contractor shall follow all the requirements of “Call Before You Dig”, including requesting utility markouts and hand-digging in the vicinity of the underground utility. The Contractor shall notify the Director of Public Works/ Town Engineer, or his assigned agent, 48 hours in advance of digging the test pit so the Director of Public Works/ Town Engineer, or his assigned agent, and the appropriate utility representative may be present.

Prior to excavation, the Contractor and Director of Public Works/ Town Engineer, or his assigned agent, shall agree on the exact location of the test pit based upon available mapping and the utility markout. The Contractor shall adjust the limits of excavation as needed to successfully locate the utility.

Horizontal and vertical locations and size and material of utilities must be obtained during test pit excavation and provided to the Director of Public Works/ Town Engineer, or his assigned agent, for review. Horizontal utility locations shall be field-surveyed or field-measured with a minimum of two

(2) swing-ties from fixed physical features identified on the plans. Vertical utility elevations shall be field-surveyed using a level or other related equipment to provide elevation to the nearest hundredth of a foot (0.01’). The Contractor is made aware that additional test pits may be required, and the proposed design may be modified based on results of test pit information obtained.

MEASUREMENT

Excavation beneath the finished grade for “INSTALL BROWNSTONE COLUMN AND FOUNDATION” will not be measured for payment; its costs shall be considered as included in the cost for the appropriate item herein.

Only Excavation done to replace unsuitable material and rock in trenches or other areas directed by the Director of Public Works/ Town Engineer, or his assigned agent, will be measured for payment. It will be measured in place by the cubic yard after removal within the payment lines shown or specified by the Director of Public Works/ Town Engineer, or his assigned agent.

PAYMENT

This work will be paid for at the contract unit price per cubic yard for "Excavation", complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

Pay Item
Excavation

Pay Unit
Cubic Yard

SECTION 2

GRANULAR FILL

DESCRIPTION

“Granular Fill” includes the furnishing and installation of material to be used as a foundation for structures, to replace unsuitable material in slopes and shoulders, to replace rock and unsuitable material in trenches, and elsewhere as indicated on the Plans or Specifications or where directed by the Director of Public Works/ Town Engineer. It shall consist of gravel conforming to the requirements of these specifications.

MATERIALS

Granular fill shall conform to the requirements of Section M.02.02 of CTDOT Form 817. Contractors shall supply copies of material test results, certified by an approved testing laboratory, prior to commencing construction.

CONSTRUCTION DETAILS

When granular fill is used for foundation for structures, as backfill or to replace rock or unsuitable material in trenches, it shall be deposited in layers not over six (6) inches in depth, with each layer thoroughly compacted to at least the required minimum density by use of compaction equipment consisting of rollers, compactors or a combination thereof before the addition of other layers.. The dry density after compaction shall not be less than 95 percent of the dry density for that soil when tested in accordance with AASHTO T180, Method D. Each layer shall be compacted at optimum moisture.

MEASUREMENT

Granular Fill beneath the finished grade for “INSTALL BROWNSTONE COLUMN AND FOUNDATION” will not be measured for payment; its costs shall be considered as included in the cost for the appropriate item herein.

Only granular fill used to replace unsuitable material and rock in trenches or other areas directed by the Director of Public Works/ Town Engineer, or his assigned agent, will be measured for payment. It will be measured in place by the cubic yard after compaction within the payment lines shown or specified by the Director of Public Works/ Town Engineer, or his assigned agent.

PAYMENT

This work will be paid for at the contract unit price per cubic yard for "Granular Fill", complete in place, which price shall constitute full compensation for all materials, tools, equipment and labor incidental thereto.

Pay Item
Granular Fill

Pay Unit
Cubic Yard

SECTION 3
PROCESSED
AGGERGATE BASE

DESCRIPTION

“Processed Aggregate Base” shall consist of furnishing and installing processed aggregate base as a foundation for Concrete structures, masonry structures, and other items where shown on the Plans in accordance with these Specifications and in conformity with the lines, grades, compacted thickness and typical cross-section as shown on the Plans.

MATERIALS

Contractors shall supply copies of material test results, certified by an approved testing laboratory, prior to commencing construction.

The materials for this work shall conform to the requirements of Section M.05.01, Processed Aggregate Base and Pavement of CTDOT Form 817.

CONSTRUCTION DETAILS

Coarse aggregate shall be broken stone. Only one type of coarse aggregate shall be used on a project unless otherwise permitted by the Director of Public Works/ Town Engineer.

Prior to placing the bottom course of the processed aggregate base, the prepared subbase shall be maintained true to line and grade. After the aggregate is spread, it shall be thoroughly compacted and bound by use of equipment approved by the Director of Public Works/ Town Engineer. Water may be used during the compaction and binding operation.

When the bottom course has been completed, as specified above, the top coarse aggregate shall be spread over it to such thickness that, after final compaction and binding, the total thickness of the two courses will equal that thickness specified for the completed base. The top course shall be spread, compacted and bound exactly as specified above for the bottom course.

The final surface of the subbase course shall be fine graded so that, after final compaction and just prior to placement of base or pavement courses, the surface elevation shall not vary more than one-quarter inch above or below the design grade at any location. The surface shall be completed to the above tolerance and approved by the Director of Public Works/ Town Engineer, or his assigned agent, prior to any work at a given location to place an overlying course. If after approval, the course becomes displaced or disturbed in any way for any reason, the Contractor shall repair and regrade the damage to the satisfaction of the Director of Public Works/ Town Engineer, or his assigned agent, prior to placing the overlying course. All repaired sections shall be re-compacted until they meet the requirements as stated herein.

MEASUREMENT

Processed Aggregate Base material for “INSTALL BROWNSTONE COLUMN AND FOUNDATION” will not be measured for payment, but its costs shall be considered as included in the unit prices for the appropriate items herein.

PAYMENT

Item not measured for payment

SECTION 4
FORMATION OF
SUBGRADE

DESCRIPTION

“Formation of Subgrade” shall consist of the grading and compaction of the subgrade in accordance with the specifications and in conformity with the typical cross section shown on the Plans or as directed.

MATERIALS

Not applicable

CONSTRUCTION DETAILS

Construction methods and compaction requirements shall conform to Section 2.09 of CTDOT Form 817.

If unsuitable material is encountered during this work, it shall be excavated and replaced with granular fill to the depth and limits directed by the Director of Public Works/ Town Engineer. This additional work shall be measured and paid for as “Excavation” and “Granular Fill” in accordance with these specifications.

MEASUREMENT

“Formation of Subgrade” for “INSTALL BROWNSTONE COLUMN AND FOUNDATION” will not be measured for payment, but its costs shall be considered as included in the unit prices for the appropriate items herein.

PAYMENT

Item not measured for payment

SECTION 5
INSTALL BROWNSTONE COLUMN AND FOUNDATION

DESCRIPTION

“INSTALL BROWNSTONE COLUMN AND FOUNDATION” of the thickness specified includes the construction of a concrete pier on a prepared processed aggregate base course in conformance, Installation of masonry foundation walls, and construction of the Brownstone Column with the lines, grades, dimensions and details as shown on the Plans, or as directed by the Director of Public Works/ Town Engineer. Contractor may provide alternate foundation detail, subject to approval by Director of Public Works/ Town Engineer.

SUBMITTALS

Contractor will provide submittals for all materials to used on site, all materials will need approval by Town prior to being used on site.

Contractor will submit a PE stamped shop drawing detailing the intended method of building the column. The Shop drawing will be reviewed by the director of Public Works/Town Engineer for approval. No work on this part of the project may commence until the shop drawing has been approved.

MATERIALS

1. **Concrete Foundation**
 - a. **Concrete:** Contractors shall supply copies of material test results, certified by an approved testing laboratory, prior to commencing construction.
 - i. All Portland Cement shall be a minimum 4,000 Psi compressive strength with a 6 +/- 1.5% air entrainment.
 - ii. No additional materials will be added to the concrete mix at the job site without the prior approval of the Director of Public Works/ Town Engineer.
 - b. **Reinforcing:** Deformed Bars: Deformed bars shall conform to AASHTO M31-92, Grade 60.
 - c. **Construction Joint:** Construction joints other than those shown on the plans will not be permitted without prior approval of the Engineer. In joining fresh concrete to concrete that has already set, the work already in place shall have all loose and foreign material removed, and the surface roughened and thoroughly drenched with water.
All reinforcing steel shall extend continuously through joints. Where unplanned construction joints may be needed, they shall be constructed as directed by the Engineer.
 - d. **Forms:** The forms used shall be straight and firmly supported and staked to the line and grades as shown on the plans or as directed by the Director of Public Works/ Town Engineer. The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

- e. Curing Materials: Liquid Membrane-Forming Cure: The liquid curing compound shall be as specified in CTDOT specification M.03.04-3. When resin-based curing compound is used; it shall be applied following the final finishing immediately after the disappearance of the water sheen and before any surface checking or marked dehydration of the concrete occurs. When water-soluble, linseed oil-based compound is used; it shall be applied immediately following the final finishing.
 - f. Processed Aggregate Base: Processed aggregate base shall conform to the requirements of "Processed Aggregate Base" elsewhere in these Specifications.
2. Masonry
- a. Concrete Masonry Units: Shall meet ASTM C90 requirements as well as any other standard applicable in the State of Connecticut for this type of structure.
 - b. Mortar: Shall meet ASTM C1329 requirements as well as any other standard applicable in the State of Connecticut for this type of structure.
 - i. Mortar will be laid with full head and Bead joints, and fully tooled
 - c. Grout: Shall meet ASTM C476 requirements as well as any other standard applicable in the State of Connecticut for this type of structure.
 - i. All CMU cells will be fully grouted and consolidated with internal vibration
 - d. Reinforcement: All Masonry reinforcement, vertical rebar and horizontal joint reinforcement, will conform to ASTM standards for concrete masonry.
 - e. Weep Holes: Contractor to provide standard masonry weep holes at a min 18' o.c. in the first course of CMU blocks.
 - f. Stone Fill: Contractor will use compacted ¾" stone fill in all areas inside the foundation that require backfilling. Granular fill will be used for exterior backfilling only.
3. Brownstone Column: Contractor will provide a PE stamped shop drawing detailing how they intend to construct the brownstone column as detailed in the plans. Contractor will follow all State of Connecticut guidelines for this style structure and plans will need to be submitted to the Town for approval prior to work commencing.

CONSTRUCTION DETAILS

- 1. Excavation
 - a) Excavation, including the removal and disposal of any type of obstruction, shall be made to the required depths below the finished grade as shown on the plans or as directed. All soft and yielding material shall be removed and replaced with suitable material.
- 2. Processed Aggregate Base
 - a) The base course shall be placed in layers not to exceed six inches (6") in depth and to such a depth that after compaction it shall be at the specified depth below the finished grade.
- 4. Reinforcing
 - a) Reinforcing of the type specified shall be used in all concrete and masonry.
- 5. Protection
 - a) The Contractor shall protect newly poured concrete surfaces so as to prevent

damage from falling objects, vandalism, etc. The Contractor shall repair or remove and replace any damaged or defaced concrete surface at his own expense. Determination to repair or remove and replace will be at the sole discretion of the Director of Public Works/ Town Engineer.

6. Other Construction Details

- a) The Contractor shall protect all existing trees, shrubs and landscaping, fences, mailboxes, utility poles, signs, sidewalks, driveways and pavements that are to remain. The Contractor shall repair, reset or replace these items as designated by the Director of Public Works/ Town Engineer, or his assigned agent, at no additional cost. Track type vehicles shall not be allowed on existing pavement areas. Any disturbance of lawn areas outside of the construction limits shall be restored to pre- construction condition and shall not be measured for payment.
- b) All materials removed for this project shall be disposed of in accordance with all applicable regulations. No stockpiling of removed material shall be allowed on site.

MEASUREMENT

This work will be paid for at the contract unit price for each “Install Brownstone Column and Foundation” of the type specified., of the thickness specified, complete in place, which prices shall include all excavation; formation of subgrade; removal and disposal of existing obstructions; processed aggregate base; backfill, reinforcement, expansion joints, curing, disposal of surplus material, equipment, tools, seeding and topsoiling, materials and labor incidental thereto

PAYMENT

<u>Pay Item</u>	<u>Pay Unit</u>
Install Brownstone Column and Foundation	Each

SECTION 6
PROCURE AND INSTALL SIGNS

DESCRIPTION

“PROCURE AND INSTALL SIGNS” shall include the furnishing of all labor, material, and equipment, and performing all operations necessary to execute acquire the signs as specified and properly install them per the plans.

SUBMITTALS

Contractor will submit a proof of the sign for acceptance by the Town, to ensure proper color, size and style are achieved.

MATERIALS

Contractor will use appropriate materials for a exterior sign. Contractor will receive approval form the Director of Public Works/Town Engineer prior to fabricating signs.

CONSTRUCTION DETAILS

Contractor will install the signs as specified and such that they will not break free or come loose from the columns.

MEASUREMENT

This work will be paid for at the contract unit price for each “**Procure and Install Signs**” of the type specified., of the thickness specified, complete in place, which prices shall include all, reinforcement, disposal of surplus material, equipment, tools, materials and labor incidental thereto

PAYMENT

Pay Item

Procure and Install Signs

Pay Unit

Each

SECTION 7
EROSION AND SEDIMENTATION CONTROLS

DESCRIPTION

“Silt Fence” includes the furnishing, placing, maintaining and removal of manufactured geotextile silt fence where shown on the Plans or where directed by the Director of Public Works/ Town Engineer.

“Hay Bales” includes the furnishing, placing, maintaining and removal of hay bales where shown on the Plans or where directed by the Director of Public Works/ Town Engineer.

“Silt Sack” includes the furnishing, placing, maintaining and removal of manufactured geotextile silt sacks specifically made to protect catch basins where shown on the Plans or where directed by the Director of Public Works/ Town Engineer.

“Construction Entrance” includes the furnishing and installation of a temporary crushed stone pad on a geotextile surface located so as to prevent dirt and mud from tracking onto existing pavement. The exact location(s) of “Construction Entrance” shall be determined by the Director of Public Works/ Town Engineer.

MATERIALS

Geotextile shall conform to Section M.08.01.19 of CTDOT Form 817.

Silt Sack shall be Hi-Flow Siltsack® Type A (for Type “C-L” catch basin tops) and Type B with curb deflector (for Type “C” catch basin tops or other structure with curb inlets) or approved equal. Silt sack shall be provided with internal overflows and meet the following criteria:

<u>Properties</u>	<u>Test Method</u>	<u>Units</u>
Grab Tensile Strength	ASTM D-4632	265 lbs.
Gran Tensile Elongation	ASTM D-4632	20%
Puncture	ASTM D-4833	135 lbs.
Mullen Burst	ASTM D-3786	420 psi
Trapezoid Tear	ASTM D-4533	45 lbs.
UV Resistance	ASTM D-4355	90%
Apparent Opening Size	ASTM D-4751	#20 U.S. Sieve
Flow Rate	ASTM D-4491	200 gal/min/sq. ft.
Permittivity	ASTM D-4491	1.5/sec

Crushed stone for Construction Entrances shall conform to “Grading A” of Section M.02.06 of CTDOT Form 817.

Contractors shall supply copies of material test results, certified by an approved testing laboratory, prior to commencing construction.

RESPONSIBILITY

It is the Contractor's sole responsibility to provide and continually inspect and maintain all erosion and sedimentation control measures on the site. Failure to do so may result in enforcement actions by the Town of Simsbury or State of Connecticut. The erosion and sedimentation control measures shown on the Plans or in these Specifications are intended as a guideline to show the minimal control measures required based on the intended construction. Additional control measures may be necessary depending upon the Contractor's operations and scheduling of the project.

CONSTRUCTION DETAILS

Geotextile sedimentation control systems may consist of either a prefabricated geotextile fence or a geotextile fence assembled by the Contractor in the field. Geotextile sedimentation control systems shall be installed so that the bottom four (4) inches of the fabric is buried by either trenching or by laying the four (4) inch section horizontally on the ground and burying by ramping the soil up to the control fence. All geotextile fences shall be at least 36 inches in exposed height as installed, with not less than a two (2) degree and not more than a 20-degree inclination toward the potential silt source. Hardwood posts shall have a minimum cross-section size of at least 1.5 inches by 1.5 inches and a minimum length of 30 inches. Steel posts shall be at least 0.5 pound per linear foot with a minimum length of 48 inches. Spacing between posts shall not exceed ten (10) feet, and all posts shall be driven a minimum of 12 inches into the ground. When joints between sections of geotextile sedimentation control systems are necessary, geotextile shall be spliced together only at a support post, with a minimum six (6) inch overlap, and securely sealed.

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

The geotextile fence systems will be completely removed from the project at the completion of the project, unless specifically authorized by the Director of Public Works/ Town Engineer, or his assigned agent, to be left in place.

Unless a specific type of sedimentation control system is indicated on the plans or directed by the Director of Public Works/ Town Engineer, or his assigned agent, the type of system will be at the Contractor's option.

Silt sacks shall be installed in accordance with manufacturer's instructions and shall be emptied when they have collected 6" to 12" of sediment and when directed by the Director of Public Works/ Town Engineer. Silt sacks shall be inspected every 1 to 2 weeks and after every major rainfall event.

Erosion and sedimentation control measures shall be installed prior to any excavation, grubbing or other operation that disturbs existing ground.

MEASUREMENT

Erosion and Sedimentation Controls associated with “INSTALL BROWNSTONE COLUMN AND FOUNDATION” will not be measured for payment, but its costs shall be considered as included in the unit prices for “INSTALL BROWNSTONE COLUMN AND FOUNDATION” of the type specified.

Any other erosion and sedimentation control systems required as a result of the Contractor’s operation will not be measured for payment.

PAYMENT

Not measured for payment

SECTION 8

RESTORATION OF LAWN AREAS

DESCRIPTION

“Restoration of Lawn Areas” includes all work required to establish turf, including the furnishing and installation of screened topsoil, finish grading, fertilizing, seeding, mulching and temporary sediment and erosion control measures where shown on the Plans or where directed by the Director of Public Works/ Town Engineer. The work of this section shall be considered as separate from lawn restoration associated with the installation of concrete piers and/or masonry columns.

MATERIALS

Contractors shall supply copies of material test results, certified by an approved testing laboratory, prior to commencing construction.

Fertilizer: 18-18-5, (Nitrogen, Phosphoric Acid, Potassium), water-soluble or an approved equal at a rate of 25-lbs per 1,000-sq. ft. Submit Manufacturer’s product specifications and guaranteed purity analysis for fertilizer.

Mulch: Cellulose fiber or hay mulch shall conform to the requirements of Section M.13.05.3 of CTDOT Form 817. Apply at a minimum rate of 40 lbs./ 1,000 SF.

Topsoil: The term topsoil used herein shall mean a soil meeting the soil textural classes established by the United States Department of Agriculture Classification System based upon the proportion of sand, silt, and clay size particles after passing a two (2) millimeter (mm) sieve and subjected to a particle size analysis. The topsoil shall not contain less than 6% nor more than 20% organic matter as determined by loss-on-ignition of oven dried samples dried at 105 degrees centigrade.

The following textural classes shall be acceptable:

Loamy sand, including coarse, loamy fine, and loamy very fine sand Sandy loam, including coarse, fine and very fine sandy loam

Loam

Silt loam, with not more than sixty (60) percent silt

The topsoil to be furnished by the Contractor shall be loose, friable, reasonably free of admixtures of subsoil, free from refuse, stumps, roots, brush, weeds, rocks, and stones ½ inch and over in all dimensions. The topsoil shall also be free from any material that will prevent the formation of a suitable seedbed or prevent seed germination and plant growth.

Seed: Shall be fresh and clean and new crop seed composed of an evenly graded mixture by proportion and testing minimum percentages of purity and germination indicated, or as approved by the Director of Public Works/ Town Engineer.

The seed mixture for lawns shall conform to the following requirements:

Area Where Seeding Mix Applies	Seeding Mixture By Weight	Rate Per. 1000 sq. ft.	Reseeding Dates*
All Lawn Areas	Red Fescue 70% Kentucky Bluegrass 20% Perennial Ryegrass 10%	5 Lbs.	April 1 – June 15 Aug.– Oct. 1
Road Cuts and Fills	Kentucky Tall Fescue 80% Annual Ryegrass 20%	3 Lbs.	April 1 – June 15 Aug.– Oct. 1

Initial seeding shall be done upon project completion. (Note: Hydro seeding methods may be used)

CONSTRUCTION DETAILS

Construction methods shall be those established as agronomically acceptable and feasible and which are approved by the Director of Public Works/ Town Engineer.

The existing ground shall be graded to a reasonably true surface.

Topsoil shall be spread and shaped to meet existing elevation, after settlement and compaction has occurred, and have a minimum depth of six (6) inches with all stone larger than ½" removed.

In wetland areas, 8" of native topsoil/organic matter shall be stripped, stockpiled and reused for wetlands plantings.

It shall be the Contractor's responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

Examine work area before proceeding with any work and notify the Director of Public Works/ Town Engineer in writing on conditions which may prevent the proper execution of this work. Failure to report unsuitable conditions will require the contractor to rectify unacceptable work at no additional cost to the Town.

Hydroseeding:

1. Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same

time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.

2. Notify the Director of Public Works/ Town Engineer, or his assigned agent, at least 48 hours prior to starting the hydroseeding operation. The Director of Public Works/ Town Engineer, or his assigned agent, shall be present during the hydroseeding operation and has final determination if conditions are acceptable for hydroseed application.
3. Application rates for hydroseed shall be as defined by the manufacturer.
4. Apply the hydroseed in the form of slurry consisting of organic soil amendments, commercial fertilizer, and any other chemicals that are called out. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage. The impregnation and mixing of the components will help in retaining moisture while stabilizing soil surface from superficial erosion.
5. Do not leave the hydroseeding slurry components in the hydroseeding machine for more than two (2) hours because of possible seed destruction. If slurry components are left idle for more than two hours in the machine, add 50% more of the originally specified seed mix to any slurry mixture which has not been applied within the two hours after mixing. Add 75% more of the original seed mix to any slurry mixture which has not been applied eight (8) hours after mixing. All mixtures more than eight (8) hours old, must be disposed, offsite, at the contractor's expense.
6. Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Ensure that all of the slurry components enter and mix with the soil. Insure the uniformity of the hydroseed application.
7. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the contractor's expense.

Conventional Seeding:

1. Scarify surface of all areas to be top soiled and place a minimum of six (6) inches of topsoil on all areas to be seeded.
2. Apply lime at a rate of two (2) tons of ground limestone per acre (100 lbs./1000 sq. ft.).
3. Fertilize:
Meet the above material requirements for fertilizer or the following requirements:
 - a. For spring seeding, apply 10-10-10 fertilizer at a rate of three hundred (300) pounds per acre (7 lbs./1000 sq. ft.) and work into soil. Six (6) to eight (8) weeks later, apply additional three hundred (300) pounds per acre on the surface.

- b. For fall seeding, apply 10-10-10 fertilizer at a rate of six hundred (600) pounds per acre (14 lbs./1000 sq. ft.) and work into soil.
4. Smooth and firm seedbed apply seed uniformly at the rate specified for the seed type and cover seed with not more than ¼ inch of soil.
5. Mulch immediately with hay free from weed seeds, at a rate of three (3) bales per 1000 sq.ft.

Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Director of Public Works/ Town Engineer, or his assigned agent, to verify compliance with the drawings and specifications.

The Contractor shall maintain the area until sufficient seed growth has occurred to stabilize the soil. This includes the restoration of all eroded areas, and the placing and maintaining of erosion control measures as required to prevent further erosion.

Normal seeding season

shall be: For Grass:

Spring seeding - April 1 through

June 15 Fall seeding - August 15

through October 1

For Wildflower:

Spring seeding - March 1 to May 15

Fall seeding - November 15 to December 15

Seeding at other times will be allowed only with permission of the Director of Public Works/ Town Engineer.

The Contractor may be required to top dress and reseed certain areas to achieve sufficient, uniform turf establishment.

MAINTENANCE

Upon completion of seeding operations, maintain all seeded areas for a period of 90 calendar days as follows:

1. Germination stage irrigation: Approximately 24 hours after seeding the planting areas, initiate the watering sequence. Leave the water on long enough to moisten the soil thoroughly, taking care not to super saturate or wash away the seed. Perform frequent, light irrigation until the seed has germinated. Repair all seed washings and erosion.
2. Establishment stage irrigation: After germination, reduce each watering. The specific watering program shall be approved by the Director of Public Works/ Town Engineer.

Fertilize all hydroseeded areas with an approved commercial fertilizer approximately thirty (30) calendar days from the start of the maintenance period.

ACCEPTANCE

Final approval and acceptance will be given in writing by the Director of Public Works/ Town Engineer following a final acceptance inspection. The Director of Public Works/ Town Engineer reserves the option to extend the maintenance period to achieve complete germination of all turf or other plant materials with a uniform height, color and density throughout all seeded areas. Final acceptance may be given at the end of the 90-calendar day maintenance period if an acceptable germination of turf and adequate plant establishment has been obtained, as determined by the Director of Public Works/ Town Engineer.

GUARANTEE AND REPLACEMENT

Provide a guarantee for a period of one (1) year after final acceptance, that the installed grass areas be at least the quality and condition as at the time of acceptance. Re-seed unacceptable areas during the guarantee period. The guarantee shall not include damage or loss of turf due to acts of God, acts of vandalism or negligence on the part of the Town.

MEASUREMENT

“Restoration of Lawn Areas” associated with “Install Brownstone Column and Foundation” will not be measured for payment, but its costs shall be considered as included in the unit prices for “Install Brownstone Column and Foundation” of the type specified.

Any other “Restoration of Lawn Areas” required as a result of the Contractor’s operation will not be measured for payment.

PAYMENT

Not measured for payment

SECTION 9
MAINTENANCE AND PROTECTION OF TRAFFIC

DESCRIPTION

“Maintenance and Protection of Traffic” includes the furnishing, installation, maintenance, adjusting, cleaning, storing and removal when no longer required of all temporary signs (sheet aluminum or plywood), sign supports, cones, drums, barricades or other approved traffic control devices necessary to maintain and protect traffic within the project area in accordance with the Plans, Specifications, the Manual of Uniform Traffic Control Devices (MUTCD), the Town of Simsbury Traffic Control Ordinance, or as directed by the Director of Public Works/ Town Engineer.

SUBMITTALS

Unless a Traffic Detour Plan is provided elsewhere in these specifications, all temporary road closures and detours proposed by the Contractor must be approved by the Chief of Police prior to implementation. In these instances, the Contractor shall submit a plan of the proposed detour, complete with sign patterns, and estimated duration of detour to the Director of Public Works/ Town Engineer for approval at least seven (7) days prior to execution. Detours will only be considered for infrequent, short- term operations.

MATERIALS

All materials under this item including any warning devices, such as signs, barricades, flashers, cones, drums, vests, paddle signs, delineators, and other incidentals necessary to protect the work area and maintain vehicular and pedestrian traffic through and adjacent to the project area shall be in accordance with the MUTCD, as amended, or as approved by the Director of Public Works/ Town Engineer.

REQUIREMENTS

The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the Town of Simsbury, and these Specifications. Unless otherwise specified, the Contractor must maintain pedestrian and vehicular traffic to permit access to businesses, factories, residences, and intersecting streets.

1. The Contractor shall keep the roadway under construction open to vehicular and pedestrian traffic for the full length of the project. Traffic is to be maintained on one section of existing pavement, proposed pavement, or a combination thereof. Alternating one-way traffic may be utilized and limited to a maximum length of five hundred (500) feet during construction hours. Lane width for alternating one-way traffic shall be kept to a minimum width often (10) Feet, or as directed by the Director of Public Works/ Town Engineer. A sufficient number of travel ways and pedestrian pass ways shall be provided to move that traffic ordinarily using the roadway. The travel lanes and pedestrian pass ways shall be drained and kept reasonably smooth, and in a suitable condition at all times in order to provide minimum interference to traffic consistent with the prosecution of the work. Suitable ingress and egress shall be provided at all times where required for all

intersections, driveways and for all abutting properties having legal access.

2. Traffic patterns shall conform to the Connecticut Department of Transportation Special Provisions Item 0971001A – Traffic Control Plans & Typical Materials.
3. The Contractor shall use Certified Flaggers as necessary to provide traffic control. Unless the use of uniformed officers is ordered by the Chief of Police, all costs associated with the use of uniformed officers will be borne by the Contractor.
4. For such instances where detouring is unavoidable, the Contractor shall provide the Director of Public Works/ Town Engineer a proposed detour route that will be subject to the Town's approval prior to the beginning of construction activities. For any instance when the Contractor proposes to detour traffic, the Director of Public Works/ Town Engineer shall be provided a minimum of seventy-two (72) hours' notice. The right to detour traffic is not implied and the decision to do so will be the sole responsibility of the Town.
5. Where flashers or other warning devices are used, all signs shall be erected and placed in accordance with the MUTCD as amended.
6. The Contractor shall furnish a sufficient number of traffic control devices such as signs, barricades, traffic drums, cones, flashers, construction fencing, flaggers, warning devices, temporary pavement markings, and delineators to forewarn traffic of the impending construction and to guide the traveling public through the construction safely.
7. All signs in any one signing pattern shall be mounted the same height above the roadway. The Contractor shall keep all signs in proper position, clean and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials, equipment and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to construction conditions should be removed or adjusted so that the legend is not visible to approaching traffic.
8. All proposed construction area traffic control is subject to the review and approval by the Director of Public Works/ Town Engineer, or Simsbury Police Department. If the traffic control is deemed unacceptable or hazardous, construction operations may be suspended until the Contractor corrects the traffic control issue. The construction suspension shall be at the Contractor's expense.

MEASUREMENT AND PAYMENT

"Maintenance and Protection of Traffic" shall include all materials, labor, tools and equipment incidental to furnishing, maintaining and removing approved traffic control devices as shown on the Plan or as directed by the Director of Public Works/ Town Engineer, and other pertinent work necessary to comply with this specification, including, but not limited to:

1. Notifying public authorities of any proposed traffic changes;
2. Furnishing, installing, relocating, replacing and removal of traffic cones, traffic drums, barricades, construction signs, temporary marking tape, and opposing traffic lane dividers;
3. Furnishing, installing, and removing the material for a temporary traversable slope in those areas where a longitudinal dropdown exists;
4. Furnishing, installing, and removing the material for a temporary transition where a transverse dropdown exists;
5. Temporarily relocating existing signs and sign supports as many times as deemed necessary and furnishing, installing, and removing temporary sign supports and foundations if necessary, during construction;
6. Removal or sanding of snow or ice or removal of leaves on the roadway or sidewalk if the Contractor's operations interfere with the removal or sanding of snow or ice or the removal of leaves by the public authorities or adjoining landowners in an ordinary manner with regular highway equipment.

Maintenance and Protection of Traffic for “Install Brownstone Column and Foundation” will not be measured for payment, but its costs shall be considered as included in the unit prices for “Install Brownstone Column and Foundation” of the type specified.

PAYMENT

Not measured for payment