

**INVITATION TO BID  
TOWN OF SIMSBURY  
(EQUAL OPPORTUNITY EMPLOYER)**

Project: **SANITARY SEWER IMPROVEMENTS  
MAPLE COURT AND OLD MILL COURT  
Project No. SP 62-14/15**

Sealed bids, endorsed "**Sanitary Sewer Improvements – Maple Court and Old Mill Court**" will be received at the office of the Finance Director, 933 Hopmeadow St., (Route 10/202), Simsbury, Connecticut, until **Wednesday, August 9, 2017 at 11:00 a.m. (EST)** at which time they will be opened in public by the Director of Finance. Bids received after the time set for the opening may be rejected.

**"NONDISCRIMINATION IN EMPLOYMENT"**

Bidders on this work will be required to comply with the President's EXECUTIVE ORDER NO. 11246. The requirements for Bidders and Contractors under this Order are explained in the Specifications.

Included in this work is the installation of approximately 540 linear feet of 8" sanitary sewer, 1074 linear feet of 6" sanitary sewer, four (4) manholes and related work.

A **mandatory Pre-bid Meeting** is scheduled for July 25, 2017 at 10:00 AM, location of 5 Old Mill Lane, Simsbury, CT. Parking will be available on the street.

Copies of the contract documents, drawings and specifications may be obtained from the Town Website at: [www.simsbury-ct.gov](http://www.simsbury-ct.gov) finance pages public-bids-and-rfp.

The right is reserved to reject any or all bids or to waive defects in same if it be deemed in the best interest of the Town of Simsbury. The Town of Simsbury is an Equal Opportunity Employer.

Thomas J Roy, P.E.  
Director of Public Works

## INFORMATION FOR BIDDERS

1. Sealed BIDS will be received by the Director of Finance, for the Town of Simsbury (Herein called the "OWNER"), at the Town Office, 933 Hopmeadow St., Simsbury, CT 06070 until **11:00 a.m.** prevailing time on **Wednesday, August 9, 2017**, and then publicly opened and read aloud.
2. Each BID must be submitted in a sealed envelope, addressed to the Director of Finance, designated on the outside as BID for: "**Town of Simsbury, Sanitary Sewer Improvements – Maple Court and Old Mill Court**".

Each envelope should also bear, on the outside, the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, at the above address.

3. Each BID must be made on attached Bid Forms and returned intact. BIDDERS will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed blank, by which prices will be compared. If any price is omitted, the blank may be filled with the highest price named by any BIDDER for that item or the BID may be rejected. Only one copy of the BID form is required.
4. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a Performance, Labor and Material Bond in the full amount of the contract, submit the required insurance certificates, and to sign a contract. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney.
  - a. As soon as the Bid prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance, Labor, and Material Bond have been submitted and the required insurance certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the Owner will retain his Bid security as liquidated damages, but not as a penalty.
  - b. The OWNER reserves the right to waive any informality in, or to reject any or all proposals or to accept any proposal which, in their opinion, is in the best interest of the Town of Simsbury whether or not such proposal is the lowest bid. The contractor must be responsible and qualified and have previously done work of a similar nature.

- c. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
  - d. A conditional qualified Bid will not be accepted.
6. The Contractor to whom the contract shall be awarded must file the requisite Bonds, and certificate of INSURANCE as specified in the General Conditions, and execute said contract in triplicate within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER, and in case of failure to do so, the person or firm will be considered to have abandoned the contract, and the CERTIFIED CHECK or BID BOND shall be forfeited to the Town of Simsbury.
  7. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The failure of omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from obligation in respect to his BID.
  8. Should a BIDDER find any discrepancy or omission in the Plans or Specifications or is in doubt as to the meaning of any portion of them, he shall notify the ENGINEER, who will then instruct all BIDDERS in writing regarding the points in question.
  9. The OWNER, within ten (10) days of receipt of the requisite Bonds, acceptable Insurance Certificates and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notices by the OWNER.
  10. The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
  11. The Contractor to whom this contract shall be awarded will be required to commence work on the ground within ten days from the date of the NOTICE TO PROCEED from the OWNER notifying the Contractor to begin work, exclusive of Final Pavement Restoration, and shall complete the work in 60 calendar days. The BIDDER, if he accepts the contract and fails to complete the contract within the allotted time, must pay the sum of \$250.00 as liquidated damages for each consecutive calendar day until the completion of the contract.

12. The OWNER will be responsible for payment in accordance with the terms of the Contract. The OWNER reserves the right to retain five percent (5%) of the final contract price for a period not to exceed 6 months from the date of the acceptance of the project.
13. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.
14. Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.
15. The LOW BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
16. The BIDDER'S attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
17. No amount shall be included in the BID for Connecticut State Sales Tax or for Federal Excise Tax.

## BIDDER'S PROPOSAL

Place \_\_\_\_\_

Date \_\_\_\_\_

TO: Director of Finance  
933 Hopmeadow Street  
Simsbury, Connecticut 06070

Sir:

1. Proposal of \_\_\_\_\_

(hereinafter called BIDDER), organized and existing under the laws of the State of \_\_\_\_\_

doing business as \_\_\_\_\_

In compliance with your Invitation to Bid, dated July 12, 2017, Bidder hereby proposes to perform all work for the construction of **SANITARY SEWER IMPROVEMENTS – MAPLE COURT AND OLD MILL COURT** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices shown for each bid item on the Bid Schedule. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.

2. The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work; that no person or persons other than those named herein are interested in this proposal or in the contract proposed to be taken; that no person acting for or employed by the Town of Simsbury is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and laws of the State of Connecticut; that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned; that the site of the work has been examined; that it is understood that the town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, subsurface information or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

\* Insert "a corporation", "a partnership", or "an individual" as applicable

3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

4. And the undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after notice of the award, a formal contract with the Town of Simsbury, for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Simsbury as liquidated damages for such failure.

Enclosed herewith find Certified Check, or Bid Bond in amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) made payable to the Town of Simsbury as a proposal guarantee which it is understood will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned.

5. The undersigned BIDDER agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
6. All the various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the BIDDER under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
7. Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract. The total of the Bid is for comparison of proposals only. The Unit Prices, as applied to the quantities of work actually completed, will govern for actual payment. The Bidder acknowledges that the unit price will be applied and the final quantities may increase or decrease by up to 25%. If quantities for an item vary by more than 25% pricing may be adjusted by a mutual agreement in the form of a Change Order.
8. It is understood that time is of the essence in this contract and the BIDDER agrees to commence within 10 days after the NOTICE TO PROCEED and complete work within 60 calendar days.

BIDDER \_\_\_\_\_

Seal, (if a corporation) BY \_\_\_\_\_

TITLE \_\_\_\_\_

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

TELE. ( \_\_\_\_\_ ) \_\_\_\_\_

If a Partnership, the partners are:

Full Name

Residence

_____	_____
_____	_____
_____	_____

If a Corporation, the officers are:

Full Name

Residence

_____	President	_____
_____	Treasurer	_____
_____	Directors	_____
_____		_____
_____		_____

(I/We have)

\*(I/We have not) previously performed work subject to the President’s Executive Order Number 11246 or any preceding Executive Order.

Signed \_\_\_\_\_  
\_\_\_\_\_

\*Cross out words not applicable

**NOTE:**

Bidder is reminded that in addition to completing and signing the above proposal and bid form, he/she shall also complete and return with the bid:

- Bid Security
- Non-Collusion Affidavit
- Legal Status Form
- Statement of Bidder’s Qualifications

**TOWN OF SIMSBURY, CONNECTICUT**

**BIDDER'S LEGAL STATUS DISCLOSURE**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Owner's Full Legal Name \_\_\_\_\_

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

\_\_\_\_\_ Yes          \_\_\_\_\_ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

\_\_\_\_\_

IF A CORPORATION:

Bidder's Full Legal Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

State in which Legally Organized \_\_\_\_\_

State Business ID # \_\_\_\_\_

Current Officers

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chief Financial Officer



**TOWN OF SIMSBURY**

**BIDDER'S NON-COLLUSION AFFIDAVIT**

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Simsbury is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Simsbury to consider its bid and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
(signature)

Bidder's Representative, Duly Authorized

\_\_\_\_\_  
Name of Bidder's Authorized Representative

\_\_\_\_\_  
Title of Bidder's Authorized Representative

\_\_\_\_\_  
Date

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

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

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

A complete statement of Bidders Qualifications shall be submitted for any Subcontractor that will be utilized to satisfy Item 13 of this Statement of Bidders Qualifications.

1. Bidder's full legal name:
2. Permanent main office address:
3. Contact person for this Invitation:
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:
5. Date of organization:
6. Date of incorporation, if applicable:
7. Number of years bidder has been engaged in business under present firm or trade name:
8. Contracts on hand (dollar value, anticipated completion date):
9. General character or type of work performed by the bidder:
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

**PROJECT: MAPLE COURT AND OLD MILL COURT SANITARY SEWER PROJECT**

**BASE BID ITEM PRICES**

ITEM NO.	PAYMENT CLAUSE*	ITEMS OF WORK	ESTIMATED QUANTITIES	UNIT PRICES BID		AMOUNT **
				WORDS	FIGURES	
1	1.3	Test Pit	8 ea.			
2	3.17	Air and Camera Testing	Lump Sum			
3	4.5	Sawcut Trench Pavement	1350 l.f.			
4	3.18	8" SDR-35 PVC (4' - 6'), including excavation, bedding, fabric, stone cover, disposal of excess material, dust control and trench compaction.	120 l.f.			
5	3.18	8" SDR-35 PVC (6' - 8'), including excavation, bedding, fabric, stone cover, disposal of excess material, dust control and trench compaction.	420 l.f.			
6	3.18	6" SDR-35 PVC, including excavation, bedding, fabric, stone cover, bends, fittings, disposal of excess material, dust control and trench compaction, and restoration of disturbed areas including but not limited to lawn, driveway, walkway, retaining wall and landscaping.	1074 l.f.			
7	3.19	8"x6" SDR-35 PVC WYE	12 ea.			
8	3.27	PVC Cleanout	15 ea.			

**PROJECT: MAPLE COURT AND OLD MILL COURT SANITARY SEWER PROJECT**

ITEM NO.	PAYMENT CLAUSE*	ITEMS OF WORK	ESTIMATED QUANTITIES	UNIT PRICES BID		AMOUNT **
				WORDS	FIGURES	
9	3.31	Remove Existing Manhole	2 ea.			
10	3.23	Manhole, Supply and install	3 ea.			
11	3.33	Cap and Seal abandoned line	28 ea.			
12	4.7	Trench Repair: Box-out trench area, supply and place process aggregate base, supply and place bituminous concrete material, including compaction and disposal of excess material.	445 s.y.			
13	5.07	Lawn Repair, including erosion control and hay mulch.	Lump Sum			
14	6.6	Remove and Replace Concrete Walk	10 s.y.			
15	7.3	Survey and Layout	Lump Sum			
16	8.8	Catch Basin Reconstruction	1 ea.			
			<b>TOTAL BID:</b>			

CONTRACTOR'S SIGNATURE

**PROJECT: MAPLE COURT AND OLD MILL COURT SANITARY SEWER PROJECT**

ITEM NO.	PAYMENT CLAUSE*	ITEMS OF WORK	ESTIMATED QUANTITIES	UNIT PRICES BID		AMOUNT **
				WORDS	FIGURES	

\* The number given is the clause number in the Specifications which defines the payment for the ITEM

\*\* 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.

**ALTERNATE ITEM PRICES**

ALT. #1	4.8	Mill and pave curb-to-curb including sawcut, tack coat, 2" mill at gutter, supply and place bituminous concrete material, including compaction and disposal of excess material.	1780 s.y.		
ALT. #2	4.8	Mill and pave curb-to-curb including sawcut, tack coat, 2" mill at gutter, supply and place bituminous concrete material, including compaction and disposal of excess material.	935 s.y.		

**CONTRACT**

THIS AGREEMENT, made this                    day of                    2017,

by and between            **THE TOWN OF SIMSBURY, Connecticut**

hereinafter referred to as the OWNER, and  
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:

**SANITARY SEWER IMPROVEMENTS**  
**MAPLE COURT AND OLD MILL COURT**

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 60 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, subject to additions or deductions provided herein

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in

conformity with the bid schedule of prices.

4.        The Contract Documents include the following:
  - (a) Notice and Instructions to Bidders
  - (b) Bidder's Proposal
  - (c) Notice of Award
  - (d) Contract
  - (e) General Conditions
  - (f) Supplemental General Conditions

(g) Plans prepared by Simsbury Engineering Dept. entitled:

Sanitary Sewer Improvements, Maple Court and Old Mill Court, dated July 10, 2017.

(i) Specifications prepared or issued by  
Simsbury Engineering Department, dated July 2017.

- 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: -

TYPE NAME: Lisa L. Heavner

TITLE: First Selectwoman

**CONTRACTOR:**

\_\_\_\_\_

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

TYPE NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PROJECT:**  
**SANITARY SEWER IMPROVEMENTS**  
**MAPLE COURT AND OLD MILL COURT**

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  
Sanitary Sewer Improvements  
Maple Court and Old Mill Court**

**July 2017**

**SUPPLEMENTAL CONTRACT SECTION**

The Simsbury Code of Ethics is attached to, and is part of, the Contract Documents. All Contractors shall sign the Acknowledgement Form.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Lisa Heavner, First Selectman

## Chapter 13, ETHICS, CODE OF

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

### Chapter 13-1. Legislative Intent.

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

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

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

Telephone (860) 658-3230  
Facsimile (860) 658-9467

[www.Simsbury-ct.gov](http://www.Simsbury-ct.gov)

An Equal Opportunity Employer  
8:30 - 7:00 Mondays  
8:30 - 4:30 Tuesday through Friday

C. Powers and Duties.

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

**Chapter 13-3. Definitions.**

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

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

family who reside in his/ her household but shall not include any duly authorized compensation from the Town.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

written application to the Board of Ethics, which Board shall review the written application and relevant facts.

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

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

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

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

**TOWN OF SIMSBURY**

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

**ACKNOWLEDGEMENT FORM**

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

Areas of Exception
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**CONFLICTS OF INTEREST  
SECTION 1103**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



**Town of Simsbury  
Board of Ethics**

**Guidelines for Gifts and Favors**

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

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

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

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

Approved by the Board of Selectmen on September 10, 2001

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**SANITARY SEWER IMPROVEMENTS  
MAPLE COURT AND OLD MILL COURT**

**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**

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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**

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(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: \_

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## 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 Town Engineer of the Town of Simsbury, Connecticut, or his designated representative.
- 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.

**-- PAYMENT --**

- 2. 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.

**-- PERMITS DURATION --**

3. The Contractor must obtain all necessary permits and pay the fee for them. (Town permits issued at no charge.)
4. 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.

**-- SUPERVISION --**

5. The Town will be represented at all times by the TOWN ENGINEER or an employee authorized by the TOWN ENGINEER to represent him/her; and the ENGINEER or his/her authorized representative shall have sole authority in the interpretation and execution of the contract.
6. 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.

**-- LAYOUT --**

7. The Contractor is responsible for all survey related work including, but not limited to, baseline stakeout and offsets. All layout and as-built, if required, work shall be conducted by a surveyor licensed in the State of Connecticut.

**-- SITE WORK --**

8. The Contractor will be responsible for maintenance of adequate barricades, signs, and warning systems to protect the job and the public.

9. The Contractor shall properly protect all underground and above ground utilities from damage. No interruption shall be caused to any utility without the knowledge of the TOWN ENGINEER.

**-- STANDARDS --**

10. 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.

**-- CHANGES IN WORK --**

11. 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.

**-- CORRECTION OF WORK AFTER FINAL PAYMENT --**

12. 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.
13. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the ENGINEER subject to mediation.

**14. INSURANCE REQUIREMENTS**

The Contractor must carry insurance under which the Town and Maple Court Homeowners Associates Incorporated is named as an assured, as follows:

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

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
- |  |             |
|--|-------------|
| Injury or death of one person:                       | \$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. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability, and Property Damage Liability as follows:
- |                                |             |
|--------------------------------|-------------|
| Injury or death of one person: | \$1,000,000 |
|--------------------------------|-------------|

Injury to more than one person in a single accident:	1,000,000
Property damage in one accident:	1,000,000
Property damage in all accidents:	1,000,000

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

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

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

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

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

Certificates of insurance must be submitted to the Director of Public Works 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 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.

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.

**15. 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.

**16. 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.

## 17. **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.

## 18. **ASSIGNMENTS**

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.

## 19. **DRAWINGS AND SPECIFICATIONS**

- 19.1 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.
- 19.2 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.
- 19.3 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.



19.4 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.

## 20. MATERIALS, WORKMANSHIP, SERVICES, AND FACILITIES

20.1 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.

20.2 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.

20.3 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.

20.4 Materials and equipments 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.

20.5 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.

20.6 Drinking water furnished for the employees on the job shall comply with O.S.H.A. regulations.

## 21. PROTECTION OF WORK, PROPERTY, AND PENSIONS

21.1 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.

21.2 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.

- 21.3 The CONTRACTOR will notify the OWNER at least one week prior to the start of construction.
- 21.4 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.
- 21.5 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.

## 22. 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.

## 23. TIME FOR COMPLETION

- 23.1 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.
- 23.2 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.

23.3 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.

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

24.1 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.

24.2 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.

24.3 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.

24.4 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.

- 24.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon Ten (10) Days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 24.6 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.

## 25. INDEMNIFICATION

- 25.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER 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.
- 25.2 In any and all claims against the OWNER, or ENGINEER, 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.
- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or

approval of MAPS, DRAWINGS, Opinions, Reports, Surveys, CHANGE ORDERS, Designs, or SPECIFICATIONS.

## 26. SEPARATE CONTRACTS

- 26.1 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.
- 26.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other Contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are Parties to such CONTRACTS (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 26.3 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.

## 27. SUBCONTRACTING

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.

27.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

**28. 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.

**29. MEDIATION**

29.1 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 Mediation in accordance with the Construction Industry Mediation Rules of the American Mediation Association. This agreement to arbitrate shall be specifically enforceable under the prevailing Mediation Law.

29.2 Notice of the Demand for Mediation shall be filed in writing with the Other Party to the CONTRACT DOCUMENTS and with the American Mediation Association, and a copy shall be filed with the Engineer. Demand for Mediation 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.

29.3 The CONTRACTOR will carry on the WORK and maintain the Progress Schedule during any Mediation proceedings, unless otherwise mutually agreed in writing.

**30. 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.

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## **SANITARY SEWER IMPROVEMENTS – MAPLE COURT AND OLD MILL COURT**

### **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 Engineering Department and the Water Pollution Control Authority Simsbury shall be notified at least five (5) days prior to beginning work.
3. A meeting with the Engineering Department, Public Works, WPCA, Aquarion Water Co., CNG, Frontier Communication, Comcast, and the Contractor shall be held prior to beginning work. This meeting will be arranged by the Engineering Department.
4. The Contractor shall obtain permission from the Police Department on each day that road closing is desired.
5. The Police Department will be given a general notice of the work by the Engineering Department.
6. Unless specifically authorized by the Town Engineer, vehicular traffic shall be maintained on the roads. The Contractor shall provide warning signs in accordance with the "Manual on Uniform Traffic Control Devices". Cost of newspaper notification of any closing shall be paid by the Town of Simsbury.
7. 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.
8. Compaction in sewer pipe trenches is especially critical.
9. This project involves replacing existing sewer replacement. The Contractor shall be responsible for conducting the work such that sewer service is not interrupted. Any shutdowns may only be permitted by the Public Works Dept., Water Pollution Control, and Homeowners; Association.
10. The Contractor is responsible for all construction stake-out and as-built survey, which must be conducted by a Connecticut licensed surveyor.
11. All road monuments and lot pins shall be PRESERVED. Cost of resetting will be backcharged to the Contractor.
12. 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
13. 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.

14. 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.
15. 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.
16. 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.



## SANITARY SEWER IMPROVEMENTS – MAPLE COURT AND OLD MILL COURT

### 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, streets, or highways which he/she may have occupied; and shall leave all the grounds, streets or highways 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. **Track Machines:** Excavators operated on streets shall have suitable tracks to protect the pavement from damage.
3. **Weekend Work:** No pipe installations shall be done on weekends and holidays.
4. **Contractor to Maintain Backfilled Trenches and Surfacing:** The contractor shall keep and maintain the backfilled trenches and surfacing in good order and repair for a period of not less than one year from the date of completion of the construction of the entire work, including final surfacing. Parts of the backfilling and surfacing work may have been completed prior to the completion of the whole work, and have been maintained by the Contractor pending completion of the whole; but such maintenance of any part first built shall not diminish the duty of the Contractor to maintain the whole for one year following completion of the whole. The Contractor shall repair promptly all defects, settlements or depressions in the trench surfacing, or surface appurtenances such as fences, guide rails, etc., caused or affected by any work or operation incidental to the Contract, which may occur or become evident before the expiration of said maintenance period.
5. **Contractor To Inspect During Maintenance Period:** Immediately following heavy rain storms, winter thaws, and similar occurrences which may rise to settlement of fills, earth movements, etc., and at other times as needed, during the time the Contractor is liable for the maintenance and repair of the backfills and surfacing, the Contractor shall inspect the premises and work and ascertain what, if any, repairs are needed, and what fills have settled or similar incidents occurred which need attention.

While the Engineer or town or others may, from time to time, notify the Contractor that such incidents have occurred or that conditions exist needing their attention, such notice by the Engineer and others will have been given in the interest of the Town, or other party, and no obligation shall rest upon the Engineer, Town or agent under this Contract to give such notice. Failure on the part of the Engineer or other public officer or other party to notify the Contractor of any incident or circumstances needing repair, refilling or similar service under the maintenance provisions of the Contract shall in no way relieve the Contractor of any part of his duties under the maintenance provisions of the Contract and Specifications.

6. **Engineer May Notify Contractor to Make Repairs, Refill, Etc.:** The Engineer may, from time to time during construction and/or prior to the end of the maintenance period, notify the Contractor that defects exist which should be corrected, fills have settled, and that roadways,

drives, walks, etc., are unsafe or inadequately protected by barricades, lights or other means. Upon receipt of such notice from the Engineer, the Contractor shall immediately proceed to correct the defect, refill the settlements, or make safe the road, walk or whatever needs attention, if such work is within the obligations of the Contractor under this Contract.

7. **Town May Make Repairs, Etc., at Contractor's Expense:** If, after the Engineer has given notice to the Contractor to correct any defects, fill any settlement, render a road or walk safe, etc., the Contractor shall fail to do so within a reasonable time thereafter, the Town may cause such defects corrected, fills made, roads and walks made safe, etc., by such persons or means as it may elect, and the Contractor shall reimburse the Town for any expense incurred by it in performing such work. The Town may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the Town for such expense or expenses, or may collect the costs of such work by other means.
8. **Emergency Repairs, Etc.:** If, in the opinion of the Engineer, at any time while the Contractor is responsible for the work or maintenance thereof, an emergency exists because there are not adequate barricades, lights, signs, etc., to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, grounds or structures are in acute danger of damage or injury by reason of inadequate shoring, sheeting, bracing, drainage, protection, or other proper precautions, which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk, or other premises are unsafe by reason of any settlement of any fill placed by the Contractor, the Engineer may direct the Contractor or the Contractor's representatives to remedy the difficulty immediately; to furnish and erect the needed barricades, lights or signs; to furnish and set adequate sheeting, shoring and bracing; to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed service.

If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the Engineer, acting for the Town, may, by such persons and means as he deems proper and as are available, take such measures as may reasonably be needed to protect the public, the work, and adjacent persons and property from acute danger of immediate loss, injury, or damage. The Contractor shall reimburse the Town for the expense of any and all such emergency protective measures and the Town may deduct from any sum or sums due to become due the Contractor such sum or sums as may be sufficient to reimburse the Town for its expense for such emergency work.

9. **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 or those of the District, 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.
10. **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.

11. **Construction Sequence and Restrictions:** In general, the Contractor may determine the direction of laying, the location of closures, etc. subject to the approval of the Engineer prior to installation of any pipe. If for any reason whatsoever, however, the Engineer shall determine that it is in the best interest of the Town to proceed with the installation in a particular manner or sequence, the Contractor shall do so as directed. Such direction shall not be considered grounds for claim for compensation or damages but shall be considered as having been included in the prices stated in the proposal.
12. **Utility Notification Prior to Excavation:** In accord with Public Act 77-350, the Contractor is required to notify any utility with facilities in the vicinity of the excavation at least two full days prior to excavation. Notification may be given by using the "Call Before You Dig" state wide, toll free telephone number, 811 or 1-800-922-4455., or if the contractor is registered, by e-ticket entry. Responsibility for proper notification of all utilities shall rest with the Contractor.

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

No claims for extras will be allowed because of any delays, extra pipe handling, extra excavation, etc. 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.

13. **Payment for Pipe and Appurtenance Installation:** Final payment and retainage release for pipe and appurtenance installation will not be made until all air tests, camera inspections, and manhole inverts are complete.
14. **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.
15. **Winter Suspension of Work** may be ordered by the Engineer if weather conditions, in the opinion of the Engineer, would not allow restoration of the road in the trench area.
16. **Quantities of work** may be increased or decreased by up to 30% with payment to be based on actual quantities of work completed and the bid unit prices.
17. **Submittals or Shop Drawings** shall be submitted to the Engineer for review and approval, and shall include all pipe, structures and materials to be utilized to comply with the specifications and drawings. Other samples and certificates of compliance may be requested.

Where sheeting or shoring is used, complete sheeting and shoring sketches and calculations shall be prepared by a Connecticut registered Professional Engineer and shall meet OSHA regulations.

**SPECIFICATION FOR  
SANITARY SEWER IMPROVEMENTS  
MAPLE COURT AND OLD MILL COURT**

**SIMSBURY, CONNECTICUT**

**JULY 2017**



**PREPARED FOR:** Town of Simsbury Water Pollution Control Authority  
and Department of Public Works

**PREPARED BY:** Town of Simsbury Engineering Department

**PROJECT NO:** SP 62-14/15

**SANITARY SEWER IMPROVEMENTS**  
**MAPLE COURT AND OLD MILL COURT**

**INDEX TO SPECIFICATIONS**

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Division III	Sewer Pipe Installation
Division IV	Replacing Pavement
Division V	Loaming and Seeding
Division VI	Concrete Sidewalk
Division VII	Survey & Layout
Division VIII	Drainage

## **DIVISION I TEST PITS**

### **1.01 GENERAL**

- A. All applicable requirements of the General Conditions shall govern all work of this Division.
- B. The Contractor shall furnish all labor, material, equipment, and incidentals necessary to complete the work of this Division as shown in the Drawings and/or specified herein.

### **1.2 TEST PIT EXCAVATION**

- A. Test pits shall be excavated in the locations shown on the contract drawings, or as directed by the Engineer or his agent.
- B. The purpose of the pits is to locate the exact horizontal and vertical location of existing utility and/or the depth to rock, as directed.
- C. Hand excavation shall be utilized, to the extent necessary, in order to avoid damaging the pipes.
- D. The work shall be closely coordinated with the Simsbury Engineering Department. The Department shall be notified 1 day prior to doing the excavation.
- E. Any changes to the Drawings which may be required by the information obtained from the pits, will be provided by the Engineering Department.
- F. Pits shall be backfilled and compacted after the necessary information is obtained. Temporary patch shall be placed.
- G. Test pits that are conducted in advance of and incorporated in the work will be paid as part of the work.

### **1.3 PAYMENT FOR TEST PITS**

- A. The number of pits excavated shall be paid for under Item No. 1 in the Schedule of Prices. The price is full compensation for all labor, tools, construction equipment, and expense incidental to the excavation of the test pits. The price stated includes the cost of back filling, compaction and temporary patch.

## **DIVISION II EXCAVATION**

### **2.1 GENERAL**

- A. Applicable requirements of the General, Special, and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to complete the work of this Division shown on the drawings and/or specified herein.
- C. When excavation takes place in dry weather, reasonable precautions shall be taken by the Contractor to insure that the inhabitants in the vicinity of the excavation are not unnecessarily inconvenienced by or caused discomfort by dust raised from construction operations. Dust may be stabilized by water spray or, as approved by the Engineer, by chemical means, such as calcium chloride.
- D. Where dewatering is required, the Contractor shall implement dewatering and discharge measures that follow best management practices, are protective to the waters of the State and provide for protection of public health and safety.
- E. Requirements of the Town of Simsbury Water Pollution Control Authority shall govern installation of Sanitary Sewer lines and appurtenances.

### **2.2 WORK INCLUDED**

Work of this division shall include the following:

- ◆ Saw-cutting, removing and stockpiling existing pavement/curbs from trench cuts.
- ◆ Excavation for pipe and structures.
- ◆ Rock excavation/removal
- ◆ Dewatering
- ◆ Incidental construction
- ◆ Traffic control
- ◆ Dust Control
- ◆ Temporary sediment and erosion control

### **2.3 REFERENCE**

- A. Reference to "Form 817" shall mean the publication entitled "State of Connecticut, Department of Transportation, Standard Specifications for Road, Bridges, and incidental construction dated 2016, and any subsequent amendments.
- B. Reference to "MDC Spec" shall mean the specifications set forth in the MDC Project Manual (Version 2015), and Sanitary Sewer and Storm Drain Connection

Manual, WPCA (current edition). Where conflict exists between MDC Spec and project specifications herein, the project specifications shall govern.

## **2.4 TRENCH AND OTHER EXCAVATION**

- A. Trench and other excavations shall be of sufficient width and depth at all points to allow all pipe to be laid, joints to be formed, and other construction to be placed or built in the most thorough and workmanlike manner, and to allow for trench side protection, dewatering and draining, and for removing and replacing any unsuitable material.
- B. When trenching in existing pavement, the paving shall be cut with a pavement saw to provide a straight, clean cut. The existing pavement and base, to a total depth of 8 ½ inches, shall be removed and disposed of by the Contractor. The Director of Public Works may authorize, in writing, disposal of existing pavement at the Simsbury Highway Garage on Town Forest Road. Other surplus material shall be removed by the Contractor and disposed of at the Contractor's cost. NOTE: The Contractor may pulverize the pavement and base on the trenches where existing pavement and base are to be saved, prior to the Contractor beginning work. (Note: the Contractor, at no additional cost, may dispose of old pavement and base, and use other recycled base or process aggregate base)
- C. Sewer trenches shall be of a depth necessary to provide minimum pipe bedding and cover as shown on the Contract Drawings and provided herein.
- D. Excavations in earth (soil materials) and rock shall be nominally 12 inches wider than the outside dimensions of the structure or pipe they are to contain. In earthen materials, the bottom of the pipe trench shall be excavated to 6 inches below the bottom grade of the pipe. Wherever the bottom of trench or other excavation is advanced in rock or boulders, excavations shall be advanced to 12 inches below the bottom grade of the pipe or structure.
- E. Excavated material, unless deemed to be unsuitable by the Engineer, shall be utilized for backfill and grading. Excess material and waste material shall be disposed of by the contractor at an off-site location. Town properties may not be used for such disposal unless specifically authorized, in writing, by the Engineer. Excavated material deemed to be suitable by Engineer or Agent shall be utilized as backfill.
- F. Payment for earth excavation to design depths depth and disposal of excess/surplus material for the various parts of the work is included in the prices bid for the several items of the work in the Schedule of Prices and will not be paid for under a separate item. Excavation below grade and rock excavation will be



paid for under separate items.

## **2.5 ROCK EXCAVATION (TRENCH) (NIC)**

- A. Rock excavation shall mean boulders exceeding one cubic yard in volume or solid ledge rock which, in the opinion of the Engineer, requires for its removal drilling and blasting or wedging or sledging, or barring. No hardpan, no soft or disintegrated rock which can be removed with a pick, no loose, shaken or previously blasted rock or broken stone in rock filling or elsewhere, and no rocks exterior to the maximum limits of excavation approved by the Engineer, which may fall into the trench, will be measured or allowed as rock excavation. Excavated rock shall be removed and disposed of off-site by the Contractor.
- B. In rock excavation, it is especially required that all blasting shall be executed by experienced powdermen in strict accordance with lawful regulations and shall be conducted with all possible care so as to avoid injury to persons and property, that the rock shall be covered, and that sufficient warning shall be given to all persons in the vicinity of the work before blasting, that care shall be taken to avoid injury to electric and telephone lines, drains and other structures, and that caps or other exploders shall not be kept in the same place in which dynamite or other explosives are stored. Explosives in sufficient quantity to avoid delay of the work shall be kept on hand by the Contractor. The Contractor shall be held responsible for all claims for damage caused by blasting.
- C. The Contractor, in addition to observing all laws and ordinances relating to the storage and handling of explosives, shall also comply with any further regulations which the Engineer or Fire Marshall may deem necessary in this respect.
- D. Pre-blast survey - It is not anticipated that blasting will be required. However, if blasting is planned, the Contractor shall have a pre-blast survey conducted for all structures that are located on abutting properties, in the vicinity of the blasting, as well as any additional homes that the pre-blast survey reconnaissance indicates necessary.
- E. Payment for rock excavation (Trench) - The quality of rock excavation to be paid for under Item No. of the Schedule of Prices is the number of cubic yards of ledge rock or boulders in place, as measured before excavation that would have been removed if the excavation had been made everywhere to a depth of twelve (12) inches below the underside of the pipe or structure and to a width of twelve (12) inches on each side of said pipe or structure.
- F. The price stated under Item No. is full compensation for furnishing all material, labor, tools and equipment, and for all work and expense incidental thereto. The price includes removal from trench and disposal of rock; price includes cost of pre-blast survey.

## **2.6 EXCAVATION BELOW GRADE (NIC)**

- A. Wherever, in the opinion of the Engineer, the material at or below grade line is unsuitable for foundations, it shall be excavated to such additional depths as directed by the Engineer and shall be replaced with approved material, well compacted in place.
- B. Payment for earth excavation below grade - The quantity of earth excavation below grade to be paid for under Item No. in the Schedule of Prices is the number of cubic yards of material so excavated and disposed of, as measured in place by the Engineer.

The price stated under Item No. is full compensation for furnishing all material, labor, tools and equipment, and for all work and expense incidental thereto.

## **2.7 SELECTED MATERIAL (NIC)**

- A. Clean bank gravel or other selected material of a quality satisfactory to the Engineer shall be furnished to replace unsuitable excavated soil material or ledge or rock removed below subgrade, when directed by the Engineer. The material shall be placed and well compacted in suitable lifts.
- B. Payment for furnishing and placing selected material - The quantity of Selected Material to be paid for under Item No. in the Schedule of Prices is the number of cubic yards ordered by the Engineer, as measured in place in the work. The material placed to fill unauthorized excavations shall not be paid for.
- C. The price stated under No. is full compensation for furnishing all material, labor, tools and equipment, and for all other work and expense incidental thereto.
- D. Material delivery slips shall be provided to the Engineer for all selected material delivered.

## **2.8 UNAUTHORIZED EXCAVATION**

- A. If the bottom of any excavation has been removed below grades indicated on the Contract Drawings, or required by the specifications or that prescribed by the Engineer, it shall be brought to grade by backfilling with gravel or other selected material by placing and compacting in suitable lifts, at the Contractor's expense.

## **2.9 DE-WATERING**

- A. The Contractor shall remove by pumping, draining, bailing or otherwise any water which may accumulate or be found in the trench and other excavations

made under this Contract, and shall form all sumps and build drains or other works necessary to keep them entirely clear of water while the pipe lines and other structures are being built. Newly made masonry shall be protected from injury, resulting from the dewatering work. The Contractor shall at all times have upon the work sufficient pumping machinery, filtration devices and discharge devices satisfactory to the Engineer.

- B. Water from the trenches and excavations shall be disposed of in such a manner as will not adversely impact water of the State, cause injury to the public health nor to public or private property, nor to the work completed or in progress, nor to the surface of the roadways/highways, nor cause any interference with the use by the public of the roadways/highways or other traveled ways. Best management practices for filtration and discharge shall be employed in managing dewatering wastewaters.
- C. Payment for all necessary pumping, draining or bailing, etc. is included in the prices stated for the several items in the Schedule of Prices and will not be paid for under a separate item to cover this work only.

## **2.10 TEMPORARY GRADING AND DUST CONTROL**

- A. During pipe and structure construction, the Contractor shall temporarily grade and compact all disturbed areas, on a daily basis. In vehicular traffic areas, this includes placement and compaction of a temporary processed-stone surface, transition graded to adjacent paved surfaces to facilitate vehicle traffic.
- B. The Contractor shall apply dust control measures during construction, as needed, but at least every Friday. Measures shall include street sweeping of all paved areas and use of water or calcium chloride (as approved by the Engineer) in all disturbed areas where soils are exposed.
- C. Payment for temporary grading and dust control is included in the prices bid for the several items of work in the Schedule of Prices and will not be paid for under a separate item.

## **2.11 TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES**

- A. The Contractor shall implement temporary sediment and erosion control measures to prevent discharge of sediments from excavation activities to the waters of the State. Such measures shall include, as a minimum:
  - 1. Use of catch basin filter inserts in all catch basins down-gradient of work area and within catchment area of the active work/disturbance. Inserts shall be manufactured devices designed to capture and trap sediment such as Silt Sack, Enpac Storm Sentinel, Flo-Gard, or other approved by the Engineer.

2. Use of silt fence erosion control or straw wattles at the base of all disturbed slopes. Materials shall be those approved by the Engineer.
  3. Use of erosion control blankets on all disturbed slopes 3:1 (H:V) and steeper. Erosion Control Blanket shall be Curlex I Erosion Control Fabric or similar product approved by the Engineer.
- B. Erosion control measures shall be maintained throughout the duration and after completion of all excavation and earth disturbance activities until all disturbed areas are stabilized.
- C. Payment for implementation and maintenance of temporary sediment and erosion control is included in the prices bid for the several items of work in the Schedule of Prices and will not be paid for under a separate item.

## **2.12 PROTECTION OF THE PUBLIC**

- A. The work area and all open excavations shall be carefully protected with temporary signs, barricades, barrels, construction fencing, or other appropriate means to prevent accident to the public or to workmen. When necessary, barricades or other traffic control devices shall be lighted from sunset to sunrise.
- B. No excavations shall remain open after work hours.
- C. Construction plant and materials and any obstruction placed on roads by the Contractor or caused by his operations shall be carefully marked and protected, including flashers, as may be needed.
- D. The Contractor shall dispose his plant, construction materials and excavated material so as not to obstruct roads. No portion of any road shall be closed to traffic unless written permission is obtained from the Engineer.
- E. Payment for protection of the public, including, but not limited to placing signs, flashers and barricade, and flagmen is included in the prices stated for the several items in the Schedule of Prices and will not be paid under a separate item.

**DIVISION III  
SANITARY SEWER**

**3.1 GENERAL**

- A. Applicable requirements of the General, Special, and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to complete the work of this Division shown on the drawings and/or specified herein.
- C. When excavation takes place in dry weather, reasonable precautions shall be taken by the Contractor to insure that the inhabitants in the vicinity of the excavation are not unnecessarily inconvenienced by or caused discomfort by dust raised from construction operations. Dust may be stabilized by water spray or chemical means, such as calcium chloride.
- D. Requirements of the Town of Simsbury Water Pollution Control Authority shall govern installation of Sanitary Sewer lines and appurtenances.
- E. Special attention shall be given to mechanical compaction of all trenches, as specified herein.

**3.2 WORK INCLUDED**

Work of this division shall include the following:

- ◆ Placing and compacting bedding, and backfill.
- ◆ Supplying and installing sanitary sewer and manholes.
- ◆ Supplying and installing wyes and sanitary sewer laterals.
- ◆ Incidental construction

**3.3 REFERENCE**

- A. Reference to "Form 817" shall mean the publication entitled "State of Connecticut, Department of Transportation, Standard Specifications for Road, Bridges, and incidental construction dated 2016, and any subsequent amendments.
- B. Reference to "MDC Spec" shall mean the specifications set forth in the MDC Project Manual (Version 2015), and Sanitary Sewer and Storm Drain Connection Manual, MDC (current edition). Where conflict exists between MDC Spec and project specifications herein, the project specifications shall govern.

### **3.4 UNDERGROUND OBJECTS, SOILS, ETC.**

If any contract document or drawing or similar source of information furnished to prospective bidders or to contractors purports to show underground objects or conditions, or pipes, ducts or similar structures, or observations or indications of soils, rock, ground water, etc., made from borings, test pits or prior excavations, such information must be considered as only approximately correct and complete, having been obtained, made and plotted for the information of the Engineer. Bidders and contractors must recognize that, by reason of the methods commonly used for obtaining and expressing such data, this information and data may be limited and subject to error or misunderstanding. The terms used to describe soils, ground water, etc., are subject to local usage and to the individual opinion of the person making the records. Groundwater conditions vary from time to time. The locations, sizes, depths, etc., of underground pipes, ducts and structures are usually obtained from records of others and such data, when shown on plans of the owner, are subject to possible errors in the source of the information and also errors in transcription. The Town, together with its agents, does not warrant or represent that the indications on Contract Drawings or other documents of underground conditions, objects, etc., as described above, are either approximately correct or complete, and any party making use of such indications or basing estimates or proposals thereon must agree that he or it shall have no claim or right of action against either the owner or any person or party acting for or under it for the consequences, delays, expense or losses which may occur or have occurred in event that such indications shall be found to have been incomplete, incorrect or misleading. Bidders must make such investigations as they deem necessary and form their own opinions of the materials, conditions, and difficulties or obstacles likely to be encountered.

### **3.5 TRENCH AND OTHER EXCAVATION**

- A. Trench and other excavations shall be of sufficient width and depth at all points to allow all pipe to be laid, joints to be formed, and other construction to be placed or built in the most thorough and workmanlike manner, and to allow for trench side protection, pumping and draining, and for removing and replacing any unsuitable material. When trenching in existing pavement, the paving shall be cut with a pavement saw to provide a straight, clean cut.
- B. Sanitary sewer trenches shall be of a depth necessary to cover pipes as shown on the Contract Drawings.
- C. Excavations shall be in accordance with Sections 2.04, 2.05, and 2.06 of these specifications.
- D. Trench width: The strength and type of pipe called for on the plans is designed to carry the dead and live loads on it with the following maximum widths of trench below a point one-foot above the top of pipe, which maximum width shall not be exceeded:

Size Sewer Nominal Inside Diameter	Maximum Width of Trench
6" .....	4.0 feet
8" .....	6.0 feet

**3.6 ROCK EXCAVATION (TRENCH) (NIC)**

Shall be in accordance with Section 2.05 of these specifications.

**3.7 EXCAVATION BELOW GRADE (NIC)**

Shall be in accordance with Section 2.06 of these specifications.

**3.8 SELECTED MATERIAL (NIC)**

Shall be in accordance with Section 2.07 of these specifications.

**3.9 UNAUTHORIZED EXCAVATION**

Shall be in accordance with Section 2.08 of these specifications.

**3.10 DEWATERING**

Shall be in accordance with Section 2.09 of these specifications.

**3.11 BEDDING, BACKFILLING AND DISPOSAL OF SURPLUS MATERIAL**

A. After trench bottom is prepared to design grade, place 3/4-inch crushed stone meeting the requirements of CT DOT 817, M.01.01 – No.6 to form pipe bedding. Haunch stone to fit shape of pipe bottom.

Schedule:       6-inches in soil excavation  
                      12-inches in rock excavation

B. Install sewer pipe in accordance with Simsbury WPCA standards and Section 3.14.

C. After installation of the sewer line, a crushed stone haunching, 3/4-inch trap rock, shall be brought to a level to the top of the pipe and out to the trench wall at this elevation. Crushed Stone (No.6 – ¾” Stone) shall be placed to 1-foot over the pipe. This material shall be tamped in place. The remaining fill shall be compacted in 1-foot lifts. No stones weighing over 50 pounds shall be backfilled into the pipe trench or against structures. In lieu of compacting in 1-foot lifts, a Max 4’ lift may be used. Single pass Ho-Pac compaction depth shall not exceed 4 feet. **Methods to achieve a minimum 95% Proctor Density shall be used by the Contractor.** The crushed stone shall be

wrapped in filter fabric which shall be overlapped at the ends.

- D. Filter fabric shall conform to the requirements of Section M.08.01-26 of the DOT specifications. Geotextiles shall be approved for subsurface use, Class A.
- E. A durable warning tape, designed to withstand extended underground exposure shall be installed within the trench backfill directly over the pipe line. The elevation of the warning tape shall be approximately 2 feet below finished grade or as directed by the Engineer. The warning tape shall be of the color assigned to the type of facility for surface marking and durably imprinted with an appropriate warning or message.
- F. The Contractor shall remove all excess material and shall dispose of it. Town properties may not be used for disposal without the written approval of the Engineer. Within the project area, the Engineer may require surplus material to be stockpiled, transported and/or placed as fill.
- G. Payment for backfilling, filter fabric wrap, warning tape, stockpiling, and for disposal of surplus material as directed for the various parts of the work is included in the prices bid for the several items of work in the Schedule of Prices and will not be paid for under a separate item.

### **3.12 TEMPORARY GRADING AND DUST CONTROL**

Shall be in accordance with Section 2.10

### **3.13 SEWER PIPE MATERIALS**

- A. Pipe of the size indicated on the drawings shall meet the following quality specifications:
  - 1) ASTM Specification D3034 - Type PSM Polyvinylchloride Sewer Pipe and Fittings.
  - 2) ASTM Specification D3212 - Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
- B. Polyvinylchloride (PVC) pipe shall conform to the requirements of ASTM D3034, Standard Specification for Type PSM PVC Sewer Pipe and Fittings. The pipe shall have a pipe diameter to wall thickness ratio (SDR) to a minimum of 35.
- C. Straight pipe shall be furnished in lengths not more than 20 feet.
- D. No single piece of pipe shall be laid unless it is generally straight. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16 inches per foot of length. If a piece of pipe fails to meet the requirements for straightness, it shall be rejected and removed from the site.



- E. Any pipes or fittings showing a crack and any other fitting or pipe which has received a severe blow that may have caused an incipient fracture, even though no such fracture can be seen, shall be marked as rejected and removed from the site.
- F. Joints for PVC pipe shall be push-on bell and spigot joints using elastomeric ring gaskets. The gaskets shall be securely fixed into place in the bells so that they cannot be dislodged during joint assembly. The gaskets shall be of a composition and texture which is resistant to common ingredients of sewage and industrial wastes, including oil and groundwater, and which will endure permanently under the conditions of the proposed use. The joints shall conform to the requirements of the latest revision of ASTM D3201.

### **3.14 SEWER PIPE INSTALLATION**

- A. Trench excavation and backfill shall be done in accordance with the applicable Sections of this Division.
- B. All pipe shall be laid true to the lines and grades indicated on the drawings. The pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work, except by permission of the Engineer. Water shall be kept out of the trench until joints have been completed and the trench backfilled and tamped to at least twelve inches above the top of the pipe.
- C. When work is not in progress, the open ends of the pipe shall be closed in such a manner as to prevent the entry of groundwater, earth, or foreign materials.
- D. All pipe shall be carefully laid with hubs upgrade and with spigot ends fully entered into adjacent hubs.

### **3.15 MARKERS AT LATERALS**

- A. Markers at the end of service laterals shall be 2 x 6 lumber, extending 1' above the finish ground surface. The end of the lumber shall be painted green. The marker shall extend to the pipe cap. The lumber shall be left in place.
- B. The cost of furnishing and placing such markers shall be included in the various items of work. No separate payment will be made for markers.

### **3.16 LOW PRESSURE AIR TESTING AND CAMERA INSPECTION**

- A. All sewer lines shall pass a low pressure air test and camera inspection prior to acceptance.
- B. The test shall be performed using the below stated equipment, according to stated procedures and under the supervision of the inspecting engineer.
  - 1) Pneumatic plugs shall have a sealing length equal to or greater than the

diameter of the pipe to be inspected.

- 2) Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
  - 3) All air used shall pass through a single control panel.
  - 4) The individual hoses shall be used for the following connection:
    - a) From control panel to pneumatic plugs for inflation
    - b) From control panel to sealed line for introducing the low-pressure air
    - c) From sealed line to control panel for continually monitoring the air pressure rise in sealed line.
- C. All pneumatic plugs shall be sealed tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe.
- D. After a manhole to manhole reach of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this seal line until the internal air pressure reaches 4 psig greater than the average back pressure of any groundwater that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.
- E. After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig, (greater than the average back pressure of any groundwater that may be over the pipe), shall not be less than 3.0 minutes for 6-inch pipe and 14.0 minutes for 30-inch pipe.
- F. When one or more laterals are connected to the main, the allowable time in the table above will be decreased 30 seconds or one-half minute.
- G. If the installation fails to meet this requirement, the Contractor shall, at his own expense, determine the source of leakage. He shall then repair or replace all defective materials and/or workmanship.
- H. The air tester shall provide a report on each section tested.

### **3.17 PAYMENT FOR AIR TESTING AND CAMERA TESTING**

- A. Air and camera testing for the complete sanitary sewer installation shall be paid as a lump sum under Item 2 in the Schedule of Prices.

- B. The price shall include all labor, materials, equipment, and incidental items to perform the air and camera tests.

**3.18 PAYMENT FOR SEWER PIPE**

- A. The quantity of furnished and installed pipe to be paid under the various items in the Schedule of Prices is the number of lineal feet of pipe installed as measured from exterior face of manhole. The prices are full compensation for all labor, tools, construction equipment, materials, and expense incidental to the construction of the pipe line, complete as shown on the Drawings and specified here, including joint material, stone bedding, stone cover, compaction, erosion control, dust control, removing of existing pavement and base, repairing driveways and lawns, placing wood marker, end caps, coring of existing manholes, boot installation and the cost of disposing of any excess excavated material, as directed by the Engineer. (If the Contractor chooses to pulverize and/or save existing pavement and base, such work shall be at the Contractor's cost.)
- B. 8" PVC, SDR35, 4' to 6' deep to bottom of pipe shall be paid under Item No. 4.  
8" PVC, SDR35, 6' to 8' deep to bottom of pipe shall be paid under Item No. 5.  
6" PVC, SDR35, shall be paid under Item No. 6.

**3.19 PAYMENT FOR 8" x 6" PVC WYE CONNECTIONS**

- A. The quantity for furnished and installed wyes under Item No. 6 in the Schedule of Prices in the number of wyes installed. The price is full compensation for all labor, tools, equipment, materials, and expense incidental to the installation of the wyes.
- B. 8" x 6" wye connections shall be paid under Item No.7.

**3.20 SANITARY MANHOLES**

- A. Manholes shall be installed in locations shown on the Contract Drawings.
- B. The following quality standards apply:
  - 1) ASTM Specification C139 - Concrete Masonry Units for Construction of Catch Basins and Manholes.
  - 2) ASTM Specifications C478 - Precast Reinforced Concrete Manhole Sections.
  - 3) ASTM Specification C443 - Joints for Circular Concrete Sewer and Culvert Pipe.
  - 4) ASTM Specification C32 - Sewer and Manhole Brick.
  - 5) ASTM Specification A48 - Gray Iron Castings

- C. Precast concrete units, brick and metal items shall be stored in a manner that will prevent chipping and breakage.

All damaged items shall be removed from the site when directed by the Engineer.

- D. Precast manhole sections shall be similar or equal to that shown on the plans and shall conform to ASTM C-478; and C-443 (joint).

Precast concrete masonry units shall conform to ASTM C-139.

- E. Manhole frame and cover shall be heavy duty, conforming to the dimensions shown on the plans, and shall be cast iron conforming to ASTM A-48, Class 25. Frames and covers shall have a hot-dipped bitumastic coating. The word "SEWER" shall be cast in the cover.

- F. Manhole steps shall be similar or equal to ALCOA Aluminum #12643A or steel reinforced polypropylene plastic as manufactured by M. A. Industries, model PS-2-PF-SL. The portions of aluminum steps to be imbedded in concrete shall have a protective coating of zinc chromate or approved bitumastic material.

- G. Concrete shall conform to Article M.03 of Form 816 and shall be Class A.

- H. Brick shall conform to ASTM C-32, Grade SS for shelves and inverts. All other brick may be Grade MS.

- I. Mortar shall be composed of one part portland cement and two parts by volume of clean sand. No lime shall be added to the mortar.

- J. Flexible joints shall be used for all manhole to pipe connections and shall be similar or equal to "Press Wedge II" as manufactured by Press Seal Gasket Corp., Fort Wayne, Indiana or "Lock Joint Flexible Manhole Sleeve" as manufactured by Interpace Corp., Parsippany, New Jersey.

### **3.21 PIPE CONNECTIONS**

- A. All joints between pipes and walls shall be a flexible joint, such as formed by "Lock Joint Flexible Manhole Sleeve" or "Press Wedge II". An approved equivalent flexible joint may be used. These flexible joints shall be used in all sanitary manholes unless otherwise directed by the Engineer.

- B. Stubs shall be of the types shown on the drawings and shall be short pieces cut from the bell ends of pipe with stoppers or plugs of the same material as the pipe and sealed with gasketed joints.

- C. Payment for plugs will not be paid for as a separate item. The cost shall be included in the various items in the Schedule of Prices.

### **3.22 MANHOLE CONSTRUCTION**

- A. Excavation and backfilling shall conform to the applicable requirements of the section "Trench Excavation and Backfill" herein.
- B. The Contractor's attention is directed to the requirement for rubber gaskets or premoulded sealer strips for joints, which shall be installed in accordance with manufacturer's recommendations. After assembly of all sections is completed, the joints shall be pointed with mortar on both inside and outside surfaces of the manhole. All lifting holes shall be filled with mortar.
- C. Invert channels may be formed in the concrete of the base or brickwork upon the base. The inverts shall conform accurately to the size of the adjoining pipes. Side inverts shall be curved and main inverts, where direction changes, shall be laid out in smooth curves of the longest possible radius which is tangent, within the manhole, to the center-lines of the adjoining pipelines.
- D. Manhole frames shall be set with the tops conforming to the finished grade of the pavement or ground surface or as directed by the Engineer. Bricks shall be used as required to adjust the manhole to this grade as shown on the drawings. Frames shall be set concentric with the top of the masonry and in full bed of mortar so that the space between the top of the manhole masonry and the bottom flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the masonry shall be placed all around and on the top of the bottom flange. The mortar shall be smoothly finished and have a slight slope to shed water away from the frame. Frames shall be set to grade specified by the Owner. A minimum of two (2) courses up to a maximum of five (5) courses of brick shall be used between the precast unit and the manhole frame.

### **3.23 PAYMENT FOR MANHOLES**

- A. The quantity of furnished and installed manholes to be paid in the Schedule of Prices is the number of manholes installed. The prices stated are full compensation for all materials, labor, tools, construction equipment, and expense incidental to the construction of the manholes, including frame, cover, invert, rungs, and pipe flexible couplings. In the case of drop manholes, the price includes inside piping. The price stated includes the cost of excavation, bedding, backfilling, and the cost of disposing of any excess excavated material.
- B. Manholes 6' to 8' deep shall be paid under Item No. 10.

**3.24 EXISTING MANHOLE CORING AND BOOT**

- A. The existing sanitary manhole shall be cored and a boot drop installed as shown on the drawings.
- B. The work paid under Item No. 4 and No. 5 of the Schedule of Prices includes work related to core and boot installation for connecting to existing manholes and will not be paid for under a separate item.

**3.25 MAINTENANCE OF SEWER FLOW**

- A. The Contractor shall schedule and use methods to perform the work such that sewers flow is maintained at all times.
- B. Payment for maintaining flow is included in the prices stated for the several items in the Schedule of Prices and will not be paid for under a separate item.

**3.26 PVC PIPE BENDS AND CLEANOUTS**

- A. The Contractor shall supply and install PVC pipe fitting bends to provide connections for the new 6" PVC lateral pipes to the existing sewer laterals, and cleanout placements in accordance with Water Pollution Control Standards.
- B. Materials shall conform to Section 3.13 of these Specifications.
- C. The size and type fittings shall be based on the conditions found on the site.

**3.27 PAYMENT FOR PVC PIPE BENDS AND CLEANOUTS**

- A. Payment for pipe bends are included in the prices stated for the several items in the Schedule of Prices and will not be paid for under a separate item.
- B. The quantity of furnished and installed cleanouts to be paid under Item No. 8 in the Schedule of Prices is the number of cleanouts installed. The prices stated are full compensation for all materials, labor, tools, construction equipment, and expense incidental to the construction of the cleanouts, including pipe bends and caps. The price stated includes the cost of excavation, bedding, backfilling and the cost of disposing of any excess excavated material.

**3.28 FLEXIBLE COUPLINGS**

- A. Flexible couplings, as manufactured by Fernco, or equal, shall be furnished and installed to provide a coupling between the new 6" PVC laterals and the existing sewer laterals.

- B. Couplings shall be selected from the manufactures' catalog in order to provide the proper size and pipe material match.
- C. Stainless steel clamps, as provided by the manufactures, shall be used to connect the flexible couplings to the pipes.
- D. Manufacturer's product sheets may be required for submission as requested by the Engineer.

**3.29 PAYMENT FOR FLEXIBLE COUPLINGS**

- A. Payment for flexible couplings are included in the prices stated for the several items in the Schedule of Prices and will not be paid for under a separate item.

**3.30 REMOVE EXISTING MANHOLES**

- A. Where shown on the Plans, existing manholes shall be removed by carefully lifting off the existing cover and frame, removing the structure for depth of two (2) feet below the bottom of the frame, plugging the pipes and backfilling the manhole.
- B. The Contractor is responsible for proper disposal of demolition material.
- C. The existing pipes shall be plugged with masonry and mortar.
- D. The manhole shall be backfilled and compacted in 2 foot lifts.

**3.31 PAYMENT FOR REMOVING EXISTING MANHOLES**

- A. The quantity for removed manholes under the Item in the Schedule of Prices is the number of manholes removed. The price is full compensation for all labor, tools, equipment, materials and expenses incidental to the removal of the manholes, including lifting off the frame and cover, disposing of demolished material, plugging pipes and backfilling.
- B. Removing existing manholes shall be paid under Item no. 9.

**3.32 PLUGGING OF ABANDONED PIPES**

- A. Wherever the existing sewer pipe, which is to be abandoned, is crossed and broken, each end of the pipe shall be plugged with masonry and mortar or capped as indicated in the Drawings.

**3.33 PAYMENT FOR PLUGGING OF ABANDONED PIPES.**

- A. The quantity for plugging of abandoned pipes under the Item in the Schedule of Prices is the number of pipe ends sealed. The price is full compensation for all

labor, tools, equipment, materials and expenses incidental to the removal of the existing pipe and sealing, including sawcutting ends, backfilling and compacting.

- B.** Plugging of Abandoned Pipes shall be paid under Item no. 11.



**DIVISION IV  
REPLACING BASE & PAVEMENT**

**4.1 GENERAL**

- A. Applicable requirements of the General and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to complete the work of this division as shown on the drawings and specified herein.
- C. All areas of existing streets and driveways where pavement was removed shall have the pavement base replaced in accordance with this Division.
- D. The maximum width of pavement cuts and replacements shall be kept to a maximum of six (6) feet. Greater widths, unless authorized, shall be repaired in accordance with this Division, at the Contractor's expense.

**4.2 WORK INCLUDED**

Work of this division shall include the following:

- Base materials
- Bituminous concrete pavement repair
- Milling
- Bituminous concrete curb repair

**4.3 REFERENCES**

Reference to "Form 817" shall mean the publication entitled "State of Connecticut, State Highway Department: Standard Specifications for Roads, Bridges and Incidental Construction, Form 817" and any subsequent amendments or issues thereof.

**4.4 RECYCLED ROAD BASE ON PIPE TRENCHES**

- A. The Contractor shall box trench areas and haul, place, grade and compact recycled base/pavement. (Note: the Contractor may substitute other recycled base material or process aggregate). All materials shall meet Form 816 Specifications.
- B. The surface of the compacted base shall be 2 inches below the existing pavement surface.
- C. Payment to box trench areas and haul, place, and compact the base material will be paid under Item 9 in the Schedule of Prices. The quantity of base to be paid in the Schedule of Prices is the number of square yards placed, graded, and

compacted.

- D. The price shall include all labor, materials, equipment, and incidental work for the road base.
- E. Disposal of material from boxing out trench areas shall be paid in accordance with Section 3.11.
- F. Up to a maximum trench width of six (6') feet will be paid for, unless a wider width is authorized

#### **4.5 SAW CUT EXISTING PAVEMENT**

- A. All trench areas shall be saw cut prior to excavating.
- B. Payment for saw cutting pavement will be paid under Item 10 in the Schedule of Prices. The quantity to be paid is the number of lineal feet cut. The price shall include all labor, equipment and incidental work.

#### **4.6 MILLING OF FULL WIDTH ROAD**

- A. Prior to placing 1-1/2 inch of Class 2 bituminous concrete surface, the road area shall be milled from 0" at 6 feet from edge of road, to 1-1/2" at the road edge.
- B. Payment for milling of full width road will be paid under Alternates No. 1 and No. 2. The price shall include all labor, equipment, dust control, picking up milled material and sweeping, and incidental work.

#### **4.7 BITUMINOUS CONCRETE TRENCH REPAIR & ROAD OVERLAY**

- A. The trench shall be repaired, after compaction and placement of the base, with a 1 course Bituminous Concrete pavement. The cross slope shall meet existing grades, unless otherwise directed by the Engineer.
- B. A maximum trench width of SIX feet (6') will be paid for, unless a wider width is authorized.
- C. Binder course shall be 2", compacted depth.
- D. A base conforming to the requirements of Section 4.04 of these Specifications, shall be placed in the trench and rolled to full compaction with a 7 to 10 ton roller or vibratory roller of equal capability to within 2 inches of the existing road surface.

- E. The bituminous concrete materials shall be Class I Bituminous Concrete, conforming to Form 816, Article M.04.01. The materials shall be handled and placed in accordance with Form 816, Section 4.07.01 through 4.07.03.
- F. After trench pavement, the full width of the road shall be milled, from 0" in the center to 1½" at the edge.
- G. The bituminous concrete overlay shall be Class 2 Bituminous Concrete, conforming to Form 816, Article M.04.01.
- H. The new pavement shall be blended into the existing pavement such that cross slopes will be uniform.
- I. The contact surfaces of existing pavements, valve boxes, and other structures in the pavement shall be painted thoroughly with a thin uniform coating of bitumen, specification RC-70 or RS-1 just before the new paving mixture is placed against them.
- J. The edges of paving placed around valve boxes or other structures, if necessary, shall be hand tamped before being compacted by rolling.
- K. All joints shall then be sealed with a hot bituminous asphalt sealer conforming to the requirements of Article M.04.02 of Conn DOT Form 816.

**4.8 PAYMENT FOR BITUMINOUS CONCRETE ROAD OVERLAY**

- A. Payment for furnishing and placing the pavement overlay as Alternates No. 1 and No. 2 as indicated in the Drawings. The price shall be inclusive of compensation for furnishing all materials, labor, tools and equipment, and all other work and expense incidental thereto.
- B. Payment includes bituminous concrete, adjusting manholes, placing tack coats on manholes, placing tack coat on existing pavement and sealing joints.
- C. Delivery slips shall be provided to the Engineer.

**4.9 BITUMINOUS CONCRETE LIP CURBING**

- A. Bituminous Concrete Lip Curbing shall consist of machine laid bituminous concrete, constructed on the pavement to the dimensions and details is shown on

the plans.

- B. Materials for this work shall conform to the requirements of Form 816, Article M.04.01, Class 3.
- C. Construction Methods shall conform to Form 816, Section 8.15.03.
- D. Payment for furnishing and placing the Bituminous Concrete Curb to be paid under item No. 13 in the Schedule of prices is the number of lineal feet placed. The price stated under Item No. 13 is full compensation for furnishing all materials, labor, tools and equipment and all work and expense incidental thereto.

**4.10. TEMPORARY BITUMINOUS CONCRETE PATCH (Not included in this project)**

- A. If directed by the Engineer, a 1" to 1 ½" Class 2, or equivalent material, patch shall be placed at the end of each week.
- B. Payment for furnishing and placing the temporary patch to be paid under Item No. in the Schedule of Prices is the number of tons placed. The price under Item No. is full compensation for all materials, labor, tools and equipment, and all other work and expenses included thereto.
- C. Delivery slips shall be provided to the Engineer.

**4.11. BITMINOUS CONCRETE DRIVEWAY REPAIRS**

- A. Where existing bituminous concrete driveways are removed or damaged during sewer installation, the driveways shall be repaired with a single-course, Class 2, bituminous concrete on an eight (8) inch processed aggregate base.
- B. Processed aggregate shall conform to Form 817, section, M.05.01.
- C. Bituminous Concrete shall be Class 2, conforming to Form 817, section.
- D. Sawcut all broken edges.
- E. The Bituminous Concrete surface shall be constructed in accordance with the requirements of Form 817, section 4.06, except that material may be spread by hand and compacted by a roller weighting not less than 500 pounds.

**4.12. PAYMENT FOR BITUMINOUS CONCRETE DRIVEWAYS REPAIRS**

- A. Payment for bituminous concrete driveway repairs are included in the prices stated for several items in the Schedule of Prices and will not be paid for under a separate item.

**DIVISION V  
LOAMING AND SEEDING**

**5.1 GENERAL**

- A. All applicable requirements of the General and Supplemental Conditions shall govern all work of this Division.
- B. The Contractor shall furnish all labor, material, equipment, and incidentals necessary to complete the work of this Division as shown in the Drawings and/or specified therein.
- C. All disturbed areas not restored by paving or drives shall be topsoiled, fertilized, and seeded. The intent is to restore areas where laterals end in front yards. All other areas, unless authorized, shall be restored in accordance with this Division at the Contractor's expense.
- D. All other work shall be completed before undertaking the work of this Division, such that planted areas will not be disturbed.

**5.2 WORK INCLUDED**

Stripping Loam  
Spreading and supplying loam  
Finish grading  
Fertilizing  
Seeding  
Temporary sediment and erosion control measures

**5.3 STRIPPING LOAM**

- A. From areas which are to be excavated and are presently covered with loam, the loam shall be removed from the full width of the excavation and kept separate from the rest of the excavated material.
- B. The loam shall be stockpiled in a location within the project area designated by the Engineer.

**5.4 SPREADING THE LOAM**

- A. In areas requiring loaming and seeding, loam shall be placed to a depth of six (6) inches after the rest of the backfill has been compacted.
- B. Where sufficient material is not available from the stripping operation, the Contractor shall furnish suitable loam from other sources.

- C. After spreading the loam, it shall be graded and raked to conform to existing grades. Care shall be taken to assure that the natural drainage of surface storm water is maintained and that ponding will not occur.
- D. If weeds grow on topsoil surface before fertilizing and seeding, the Contractor shall remove the weeds and again prepare the surface by raking.

**5.5 FERTILIZING AND SEEDING**

- A. Scarify surface of all areas to be topsoiled and place a minimum of 6” of topsoil on all areas to be seeded.
- B. Apply lime at a rate of two tons of ground limestone per acre. (100 lbs/1000 sq. ft.).
- C. Fertilize
  - a. for spring seeding, apply 10-10-10 fertilizer at a rate of 300 lbs. Per acre (7 lbs/1000 sq.ft.) and work into soil. Six to eight weeks later, apply an additional 300 lbs per acre on the surface.
  - b. For fall seeding, apply 10-10-10 fertilizer at a rate of 600 lbs. Per acre (14 lbs./1000 sq.ft.) and work into soil.
- D. Smooth and firm seedbed, apply seed uniformly at the rate specified for the seed type and cover seed with not more than 1/4” of soil.
- E. Mulch immediately with hay free from weed seeds, at a rate of 3 bales per 1000 sq. ft.
- F. Permanent seedlings, where an area will be exposed for more than one year, or where final grading is complete:

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

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

**DIVISION VI  
CONCRETE SIDEWALKS**

**6.1 GENERAL**

- A. Applicable requirements of the General and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work of this division as shown on the drawings and specified herein.

**6.2 WORK INCLUDED**

Work of this division shall include the following:

- Excavation
- Base Materials
- Concrete Sidewalk

**6.3 REFERENCES**

References to "Form 817" shall mean the publication entitled "State of Connecticut Standard Specifications for Roads, Bridges and Incidental Construction, Form 817" and any subsequent amendments or issues thereof.

**6.4 BASE**

- A. The Contractor shall excavate the area for concrete sidewalk replacement to a depth of 13 inches below finish walk grade. The subgrade base shall be smooth and compacted.
- B. 8 inches of process aggregate, conforming to Form 817, Section M.05.01, shall be placed and compacted.
- C. Payment for excavations, providing and placing process aggregate base, compaction, and for disposal of surplus materials is included in the price bid for concrete sidewalk in the Schedule of Prices and will not be paid for under a separate item.

**6.5 CONCRETE SIDEWALK**

- A. The Contractor shall supply materials, forms and construction of concrete sidewalks to replace any sections removed for sewer installation. Materials shall conform to Form 817, Section 9.21.02. Walk depth shall be 5 inches.
- B. Construction methods shall conform to Form 817, Section 9.21.03.

- C. Edges of existing concrete walks shall be saw cut such that new concrete walks are placed in the same size squares as existing walks. The payment for saw cutting is included in the price bid for concrete sidewalk in the Schedule of Prices. \*and will not be paid under a separate item.

**6.6 PAYMENT FOR CONCRETE SIDEWALKS**

- A. The number of square feet of concrete sidewalks completed shall be paid under Item No. 14 in the Schedule of Prices. This price is full compensation for all labor, tools, construction equipment, materials and expense incidental to the concrete sidewalks.
- B. The price stated includes the cost of excavation, aggregate base material, compaction, forms, disposal of surplus materials and clean-up.



**DIVISION VII  
SURVEY AND LAYOUT**

**7.1 GENERAL**

- A. Applicable requirements of the General and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, equipment and incidentals to complete the work of this division as specified herein.

**7.2 SURVEY AND LAYOUT**

- A. The Contractor shall supply all survey for construction layout and reference staking necessary for the proper control and satisfactory completion of all work on the project, except property lines.
- B. The Owner shall provide bench marks, as shown on the plans.

**7.3 PAYMENT FOR SURVEY AND LAYOUT**

All work associated with Survey and Layout shall be paid under Item No. 15 in the Schedule of Prices. The work paid for under Items No. 15 shall be a Lump Sum price.

## **DIVISION VIII STORMWATER**

### **8.1 GENERAL**

- A. Applicable requirements of the General and Supplemental Conditions shall govern all work of this division.
- B. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work of this division as shown on the drawings and specified herein.

### **8.2 WORK INCLUDED**

Work under this division shall including the following:

- Removal and disposal of existing structure.
- Placing and compacting bedding and backfill.
- Supplying and installing structures.
- Incidental construction.

### **8.3 REFERENCE**

- A. Reference to “Form 817” shall mean the publication entitled “State of Connecticut, Department of Transportation, Standard Specifications for road, Bridges, and incidental construction dated 2016, and subsequent amendments.

### **8.4 EXCAVATION**

- A. Excavation shall be sufficient in width and depth at all points to allow the new structure to be placed, existing pipes connected, backfill to be compacted and other construction to be placed or built in the most thorough and workmanlike manner, and to allow for side protection, pumping and draining and for removal and replacing of any unsuitable material. All sawcuts shall be straight and clean.
- B. Excavations shall be in accordance with Sections 2.04, 2.05 and 2.06 of these specifications.

### **8.5 CATCH BASIN MATERIAL**

- A. Existing frame and grate shall be removed and properly protected for re-use by the Contractor.
- B. Materials shall conform to the requirements of Article M.08.02 of the DOT Specifications.
- C. Mortar: Article M.11.04 of the DOT Specifications.

D. Pervious material: Article M.02.05 of the DOT Specifications.

## **8.6 BEDDING, BASE, COVER AND BACKFILL MATERIALS**

- A. Crushed stone for bedding shall be sound, tough and durable; it shall be free from soft, thin elongated, or laminated pieces and vegetable or other deleterious substances. Grading Article M.01.01, DOT Specifications. Size: No.6 – ¾” Stone.
- B. Suitable Backfill Material: Onsite material.

## **8.7 CONSTRUCTION OF CATCH BASINS**

- A. When conditions at the bottom of the excavation are satisfactory to the Owner, place and compact the granular fill base. Bring the top of the granular base to the proper grade. Make granular base flat to uniformly support catch basin.
- B. Construct catch basins, manholes, etc. and join pipes to structures in accordance with requirements of Article 5.07.03 of the DOT Specifications. Those requirements include:
  - a. Lay masonry units and metal frames in full mortar beds. In addition to the requirements of Article 5.07.03, apply a field coat of SS-1 emulsion to metal frames, grates and covers immediately before installation.
  - b. Plan to backfill with pervious material to extent indicated; provide a drainage opening in each wall immediate above the bottom of the pervious material, as indicated.
  - c. If cast-in-place concrete is used for tops, use bar reinforcement and apply protective compound material as indicated. Comply with the applicable requirements of Article 5.07.03.
- C. When structures are constructed in sandy soils, apply damp proofing to outside wall surfaces.
- D. Coordinate the backfilling work using suitable backfill material where indicated and pervious backfill material where indicated. Conform to Division II requirements.

## **8.8 PAYMENT FOR DRAINAGE STRUCTURES**

- A. The quantity of furnished and installed catch basins under Item No. 17 in the Schedule of Prices is the number of basins installed. The price is full compensation for all labor, tools, equipment, materials and expense incidental to the installation of the structure including restoration of all surfaces disturbed.
- B. Catch Basin Reconstruction shall be paid under Item No. 16.

