



**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

BID No. 2016-041

Issued : August 18, 2016

Subject : East Main Street Sidewalk Reconstruction

The Town of Stratford through the Office of the Purchasing Agent, will receive SEALED BIDS for furnishing the equipment described in the accompanying specifications, in accordance with the instructions, conditions and reservations that follow:

A. CLOSING DATE:

Bids will be received until 3:00 pm September 1, 2016, at which time they will be publicly opened and read. All bidders are invited to attend this public opening, which will be held immediately following the closing time specified above, in the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main Street, Stratford, CT 06615.

Any bid may be withdrawn prior to the above-scheduled time for receiving bids or authorized postponement thereof. Any bids received after the date and time specified shall NOT be considered. No bidder may withdraw a bid within 45 days after the actual opening thereof.

B. INSTRUCTIONS:

Bid proposals are to be submitted (**TWO COPIES**) in a sealed envelope and clearly marked with the bid number and description on the outside of the envelope, including all outer packaging (DHL, FedEx, UPS, etc).

Bids must be delivered to:

Purchasing Department
Stratford Town Hall – Rm 202
2725 Main Street
Stratford, CT 06615

C. CONDITIONS:

Bid Surety:

A Certified Check, Cashier's Check or Bid Bond in the amount of \$5,000.00 must accompany each proposal, made payable to the Town of Stratford. No bid will be considered without this surety. Upon award or rejection of the bid, all Certified Checks or Cashier's Checks received in lieu of Bid Bonds will be returned to the bidders.

Payment: Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Stratford. NO partial payments will be made. Invoices covering the work specified herein should be forwarded to the Purchasing Department upon completion of the project.

Taxes: The Town of Stratford is exempt from all State and Federal taxes. Do not include these amounts in your quotation.

Addendums: All addendums will be posted on the town website, www.townofstratford.com. It is the responsibility of the bidder to check the website for any addendums before submitting their bid.

F.O.B. Destination: All prices quoted must be net delivered to destination.

Conflict of Interest: No public official or employee shall, while serving as such, have any financial interest or engage in any business, employment, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest.

Insurance Requirements:

A. General Liability

Occurrence limit \$1,000,000; aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, *and* CG 20 37.

B. Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

C. Workers Compensation

The proposer must have workers' compensation and employers liability insurance as required by Connecticut and federal law, plus employers liability limits of \$1,000,000 per accident, 1,000,000 disease each employee and \$1,000,000 disease policy limit.

D. Umbrella Liability

The proposer shall have a minimum coverage of \$1,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond (if required in bid specs) and an Insurance Certificate within two weeks of the date of notification of award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connect

D. RESERVATIONS:

The Town of Stratford may consider informal any proposal not prepared and submitted to the Town in accordance with the provisions herein stated. The Town of Stratford reserves the right to reject any or all proposals or parts of proposals; to waive defects in same proposals; or to accept any proposal or part thereof deemed to be in the best interests of the Town of Stratford.

Michael Bonnar, Purchasing Agent

For questions or additional information, please contact John Casey, Town Engineer at 203-385-4013.

SPECIFICATIONS: See next page.

Supplemental Specifications and Conditions
East Main Street Sidewalk Reconstruction
Contract No. 2016-01

- S1. The Town standard general terms & conditions, bid documents, supplemental specifications and conditions, and plans, as contained in the bid solicitation shall govern the contractual and technical aspects of the work. The contractor's attention is drawn to the requirements of the State Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction (DOT Form 817). The contractor is expected to obtain and be familiar with this standard document, which will be the basis for the technical specifications for this project, as supplemented.
- S2. The project entails replacing the existing combination curb sidewalk along East Main St (Rte 110) south of Avery St in Stratford. The reconstruction will provide a curb reveal of 6" by a combination of efforts to raise the sidewalk grade and lower the gutter grade. The sidewalk will also be widened to a full 5' by constructing the sidewalk right to the monumented highway line. Improvements encroaching on the highway line will be incorporated in the work or removed, reconstructed or relocated. Changes in grade will necessitate reconstruction of some improvements behind the sidewalk on private property. Care will be taken to limit the amount of work to be performed behind the sidewalk.
- S3. This work will be performed within the state Right of Way and a state permit will be required from the District III DOT office. Compliance with all state permit terms, regulations and requirements is required.
- S4. Pre-construction video shall be taken by the contractor to document existing conditions.
- S5. Existing sidewalk, curb and miscellaneous material shall be removed and disposed of from the site within the reconstruction limits. Existing topsoil shall be stockpiled and reused on site.
- S6. Driveway aprons shall be removed up to the streetline and replaced along with the sidewalk or as otherwise directed or shown on plan. Construct with lip at the gutter. In certain cases the driveway will be reduced in width from the existing conditions. Driveway apron will be defined by warping and scoring pattern.
- S7. Processed aggregate fill conforming to CT DOT Specification Form 817 for road base meeting Grade B. Gradation tests shall be submitted for approval prior to construction. These items shall be paid for under the unit price bid for Processed Aggregate Base or replacement of Unsuitable Material as appropriate. These items shall only be approved for payment if ordered to be placed by the engineer.
- S8. Precast or Cast-In-Place concrete curbing may be used. Forms for cast in place curbing will be set to grade as this will control back of walk elevations and revised gutter elevations. For C-I-P concrete, once curb forms are set, the contractor shall contact

the Engineering Department who will check the grades prior to placing concrete. If precast sections are used, elevations shall be checked prior to placement of concrete backing and backfill. The contractor shall give adequate notice for scheduling the engineering department and may call to have the grades checked in phases. An Alternate is requested for Granite curb in lieu of Concrete curb.

- S9. The road pavement will be removed adjacent to proposed curbs, in order to regrade the gutter profile to pitch to the new CB. The gutter grade will be lower than 0.5%, therefore the fine grading of the road base shall be meticulously completed to avoid birdbaths upon completion. The base shall be fine graded and rolled prior to placement of pavement. The pavement thickness will be a minimum of 9" or equal to the adjacent pavement.
- S10. The gutter will pitch to a new low point created by converting an existing storm manhole to a catchbasin. In order to accomplish the conversion, the manhole cone section shall be removed, turned and reset so that the vertical section is in line with the gutter grade. A new Type C catchbasin shall be set on the cone section in line and at the proposed grade of the proposed gutter. This should be completed first to verify the alignment prior to establishing the new gutter.
- S11. Contractor shall install handicap ramps where sidewalk ends at intersection. The payment for the concrete ramp shall be included in the concrete sidewalk. The installation of a detectable warning pad shall be made integral with the concrete pour and paid for each separately under the appropriate bid item.
- S12. The contractor shall coordinate the construction with the property owners, maintaining access and egress from driveways, communicating the construction schedule especially for driveway disruption and road closures, relocating and resetting mailboxes if necessary, etc. Commercial traffic shall be maintained. No separate payment shall be made. The contractor will be responsible to provide temporary access is needed to maintain driveway access as needed.
- S13. Maintenance and protection of traffic shall be provided by the contractor as required and shall be paid for under the lump sum bid item. All signage installed shall conform to MUTCD and CT DOT standards.
- S14. Town police officers will be provided and paid directly by the Town for work. However, the contractor shall schedule the officers as necessary by contacting the Stratford Police Department in advance of construction.
- S15. Dust Control - The contractor shall keep the site clean and free of debris. Dust from the site shall be kept at a minimum. The contractor shall use whatever means at his disposal to prevent dust from being generated at the site including street sweeping, watering, spreading calcium chloride or other acceptable methods. The cost of controlling dust shall be included in the various unit prices

for the job; however, the cost of applying calcium chloride shall be paid for under the unit price in the bid.

- S16. Sedimentation Control -The contractor shall employ hay bales, silt fence or other methods to ensure that sediment is not transported to a downstream wetland, watercourse, ditch, stormdrain or catch basin. Controls shall be maintained, cleared, replaced or relocated as directed.

Sedimentation control systems shall be installed as shown on the plans or as directed by the Engineer. Hay bales shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer. Hay bales shall be installed in the gutters of roadways, around stockpiled material and at other locations shown on the plans and as directed by the Engineer.

The sedimentation control filter fabric around grates shall consist of wrapping existing catch basin grates all around so that there is filter fabric on both sides of the grate and the side inlet at the curb is also blocked with filter fabric and secured.

The installations shall be maintained or replaced until they are no longer necessary for the purpose intended or are ordered removed by the Engineer.

Accumulated sediment and debris must be removed periodically and any damage to the system must be immediately repaired at no cost to the Town.

The filter fabric fence system, hay bales and fabric and grates will be completely removed from the project at the completion of the project, unless specifically authorized by the Engineer to be left in place.

- S17. The contractor shall warrant the planting of trees and shrubs for a period of one year from the date of installation that the tree will remain healthy or it will be replaced. The root ball shall be prepared to encourage root growth to the native soil. For B&B plantings, ½ of the burlap shall be removed from root ball after set into hole. The trees shall be watered thoroughly and often to insure survival. Prior to installing trees, review the location with the Town.

- S18. The Contractor is responsible for equipment and materials left on site at all times.

- S19. The contractor shall complete the project within 60 days of Notice to Proceed. Liquidated damages in the amount of \$500 per calendar day shall apply for each day that the project is not substantially completed by that date.

- S20. Prevailing Wage Rates shall be in effect should the project cost be in excess of \$100,000. See Wage Rate decision attached in the bid.

GENERAL CONDITIONS

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1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and 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 correction.
- 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 Bonds, Performance and Labor and Material Bonds, Maintenance Bond and other instruments of security, furnished by the Contractor and his Surety in accordance with the Contract Documents.
- 1.6 Change Order (Construction Order) - A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - Includes the following material: Invitation for Bid, Instructions to Bidders, Bid Proposal, Bid Bond, Certificate of Surety, Statement of Compliance with Bidding Requirements, Contract (Agreement), Acknowledgement of Officer or Town Executing Contract, Acknowledgement of Corporate Contractor, Acknowledgement of Contractor - If an Individual, Acknowledgement of Contractor – If a Partnership, Acknowledgement of Contractor – If an Individual doing business under a Trade Name, Performance and Labor Material Bond, Certificate of Insurance, Non-Collusion Affidavit of Prime Bidder, Non-Collusion Affidavit of Subcontractor, Notice of Award, Notice to Proceed, Change Order, Maintenance Bond, Town of Stratford Standard Insurance Requirements, General Conditions, Supplemental General Conditions, Special Conditions, State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816, Latest Supplemental Specifications to the Standard Specifications for Roads, Bridges and Incidental Construction Form 816, Special Provisions, All Federal and State Required Contract Provisions, Addenda and Contract Drawings.
- 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. Also referred to as “party of the second part” in the Contract.
- 1.11 Drawings - The part of the Contract Drawings which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.12 Field Order - A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the RTO to the Contractor during construction.
- 1.13 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.14 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.15 Owner - Town of Stratford or “party of the first part” as referred to in the Contract.
- 1.16 Project - The undertaking to be performed as provided in the Contract Documents.

- 1.17 Resident Project Representative - The authorized representative of the Owner who is assigned to the project site or any part thereof. Also known as the Inspector.
- 1.18 Responsible Town Official (RTO) - The person, firm or corporation named as such in the Contract Documents or as otherwise indicated by the Owner in writing.
- 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 RTO when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract documents, so the project or specified part can be utilized for the purposes for which it is intended.
- 1.23 Supplemental General Conditions - Modifications to the General Conditions.
- 1.24 Suppliers - Any person, firm or corporation 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, and all materials and equipment incorporated in the project.
- 1.26 Written Notice - Any notice to any part of the Contract relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the address given in the Contract, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional written instructions and detail drawings by the Responsible Town Official (herein "RTO") as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents; the Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. PROGRESS AND SUBMISSION SCHEDULES; PRECONSTRUCTION CONFERENCE; TIME OF STARTING THE WORK

- 3.1 Within ten (10) days after execution of the Agreement (Contract), the Contractor will submit to the RTO for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, and a schedule of Shop Drawings submissions.
- 3.2 Before starting the Work, a conference will be held to review the above schedule, to discuss procedures and processes for application for payment and to establish a working understanding between the parties as to the project.
- 3.3 Prior to contract signing and within ten (10) days of award of the bid, the Contractor will furnish the Owner and RTO with certificates of insurance as required by the Contract Documents.
- 3.4 Within fifteen (15) days after receipt by the Owner of the executed Agreement and all bonds and insurance certificates, as required by the Contract Documents, the Owner shall issue a notice to proceed which shall specify the date on which the Contractor shall start the work, which date shall be a day within fifteen (15) days after issuance of such order.
- 3.4.1 The Contract Time shall commence to run on the date when the Work is to start as provided in the above paragraph.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The Technical Specifications shall be the State of Connecticut, Department of Transportation, Standard Specifications Form 816 and the Supplement thereto; dated January 2010 along with Provisions contained herein. Form 816 and Supplements must be obtained from the State of Connecticut by the Contractor.
Unless directed otherwise, all reference made to the "Commissioner", "The Department" and "The State" when encountered in the documents, shall be deleted and substituted with the term "The Owner" or "RTO".
- 4.2 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.
- 4.3 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.
- 4.4 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 RTO, in writing, who shall promptly correct such inconsistencies or

ambiguities, in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and before he receives written corrections by the RTO, shall be done at the Contractor's risk.

5. COPIES OF DOCUMENTS AND RECORD DOCUMENTS

- 5.1 The Contractor shall purchase copies of the Drawings & Specifications, as are reasonably necessary for the execution of the Work from the Town or the Town's vendor.. State of Connecticut, Standard Specifications, Form 816 and Supplements must be obtained from the State of Connecticut by the Contractor.
- 5.2 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him upon completion of the Project.

6. SHOP DRAWINGS

- 6.1 The Contractor shall provide shop drawings (up to 4 copies) as may be necessary for the prosecution of the work as required by the Contract Documents. The RTO shall promptly review all shop drawings. The Engineer's approval of any shop drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a change order.
- 6.2 When submitted for the RTO's review, the Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The drawing will also specify what contract item number the shop drawing pertains to.
- 6.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the RTO. A copy of each approved sample shall be kept in good order by the Contractor at the site and shall be available to the RTO.

7. MATERIALS, SERVICES AND FACILITIES

- 7.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, 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.
- 7.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 7.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 7.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the RTO.
- 7.5 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 to other agreement by which an interest is retained by the seller.

8. INSPECTION AND TESTING

- 8.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards in the industry.
- 8.2 Testing costs shall be as defined in Paragraph 112.C, Samples, Certificates and Tests, of the Supplemental General Conditions.
- 8.3 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the RTO timely notice of readiness. The Contract will then furnish the RTO the required certificates of inspection, testing or approval.
- 8.4 Neither observations by the RTO nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- 8.5 The RTO and his representatives will at all times have access to the work. In addition, authorized representatives and agents of a participating Federal, State or local agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 8.6 If any work is covered contrary to the written request of the RTO, it must, if requested by the RTO, be uncovered for his observation and replaced at the Contractor's expense.
- 8.7 If any work has been covered which the RTO has not specifically requested to observe prior to its being covered, or if the RTO considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the RTO's request, will uncover, expose or otherwise make available for observation, inspection or testing as the RTO may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate change order shall be issued.

9. SUBSTITUTIONS

- 9.1 Whenever a material, article or piece of equipment is identified on the drawings of specifications by reference to brand name or catalogue number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contract may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the RTO such material, article, or piece of equipment is of equal substance and function to that specified, the RTO may approve its substitution and use by the Contractor with the written permission of the Owner. The RTO's approval shall not release the Contractor

from responsibility from deviations from the Contract Documents. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function of general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

10. PATENTS

- 10.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof.

11. SURVEYS, PERMITS, REGULATIONS

- 11.1 The RTO shall furnish to the Contractor established horizontal control points, all land surveys to establish all base line control points for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown on the Contract Documents. From the information provided by the RTO, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, and other working points, lines, elevations and cut sheets. A copy of the cut sheets shall be furnished to the RTO.
- 11.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of relocating the bench marks, reference points and stakes. The Contractor shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of bench marks, reference points and stakes.
- 11.3 Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the RTO in writing, and any necessary change shall be adjusted as provided in Section 16, **CHANGE IN THE WORK**.

12. AVAILABILITY OF LANDS; PHYSICAL AND SUBSURFACE CONDITIONS

- 12.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless specified otherwise in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or providing such easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided. The Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 12.2 Subsurface information, which may be contained in these Contract Documents, has been developed from the best available records, the accuracy of which cannot be guaranteed.

If, in the course of construction, conditions are found which result in change of alignment and/or delays necessitating the rescheduling of the Contractor's operation, such changes in alignment or rescheduling of operation shall not constitute the basis of a claim for extra payment.

- 12.3 It is anticipated that the Contractor will provide for contingencies, which may confront him throughout the execution of the Work, in the preparation of his bid.

13. SAFETY AND PROTECTION, EMERGENCIES

- 13.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- a. All employees on the Work and other persons who may be affected thereby.
 - b. All the Work and all the materials and equipment to be incorporated therein, whether in storage on or off the site.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 13.2 No materials or other obstructions shall be placed within fifteen (15) feet of any fire hydrant, which at all times must be readily accessible to the Fire Department.
- 13.3 Not more than fifty (50) feet of trench excavation shall be opened at one time without permission of the RTO, and traffic movement must be provided for at all times. At the end of each work day (or unsupervised period) the excavated trench shall be backfilled or plated over to the satisfaction of the RTO. Proper notification shall be given to the RTO as well as the Police Department and Fire Department prior to street closings or any interruption of traffic movements. Street closings will not be allowed.
- 13.4 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including temporary timber ramps/walkways to all entrances/exits along the length of the project and posting danger signs and other warnings against hazards. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The use of explosives is strictly forbidden. All damage, injury or loss to any property referred to in the above paragraphs caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor and anyone directly or indirectly employed by them may be liable, will be remedied by the Contractor.
- 13.5 In emergencies affecting the safety of persons of the Work or property at the site or adjacent to, the Contractor without special instruction or authorization from the RTO or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the RTO prompt written notice of any significant change in the Work or deviations from the Contract Documents caused thereby.
- 13.6 There will be no cost for the work described herein this section but the cost of which shall be included in the overall cost of the project.

14. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 14.1 The Contractor will supervise and direct the Work efficiently with his best skills and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work he will carefully study and compare the Contract Documents, check and verify all figures shown thereon and all field measurements. He will report, at once, to the RTO any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.
- 14.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the RTO. The superintendent shall not be replaced without consent of the RTO, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

15. AUTHORITY AND DUTIES OF INSPECTORS

- 15.1 Inspectors employed by the Owner or RTO shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and the Inspector as to the materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the RTO. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor issue instructions contrary to the Plans and/or Specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor or interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no circumstance be construed as binding the Owner or RTO in any way nor releasing the Contractor from fulfillment of the terms of the Contract.

16. CHANGES IN THE WORK

- 16.1 The Town of Stratford may make changes and alterations in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, or by giving extensions of time for the performance of this Contract and without relieving or releasing the Contractor from any of his obligations under the Contract provisions and without affecting the validity of the guarantee bonds and without relieving or releasing the surety or sureties of said bonds. Notice of any such change, alteration, extension or forbearance to the surety or sureties of said bonds shall not be required. All such work shall be executed under the terms of the original contract unless it is necessary or expressly provided otherwise.
- 16.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Town of Stratford authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless undertaken as aforesaid or so ordered.
- 16.3 If applicable unit prices are contained in the Agreement (established as a result of either a

unit price bid or a Supplemental Schedule of Unit Prices) the Town of Stratford may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

- 16.4 If applicable unit prices are not contained in the Agreement, the Town of Stratford shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change, after which the procedure shall be as follows:
- a. If the proposal is acceptable, the Town of Stratford will prepare the change order in accordance therewith for acceptance by the Contractor, and
 - b. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Town of Stratford may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified limit. The following allowance for overhead and profit are hereby established as reasonable and shall apply:
 1. Fifteen Percent (15%) of the net extra cost of all labor furnished by the Contractor. For all labor, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the work, the Contractor shall receive the actual wage paid the foremen, as shown on this certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the work, will be included in the labor item.
 2. For the cost of all insurance and taxes imposed by law on labor employed on the work, the Contractor shall receive the actual amount paid.
 3. Fifteen percent (15 %) of the net extra cost of all materials used by the Contractor less any allowable discounts, delivered on the work, including delivery charges as shown by original receipted bills.
 4. Rental rates for any power operated machinery, trucks or equipment, which it may be found necessary to use on Cost-Plus work shall be negotiated between the RTO and the Contractor. These rates shall be reasonable and shall be based on those prevailing in the area where such work is to be done, and they shall be agreed upon in writing before the work is begun. In no case shall the rental rates exceed the rates as set forth in the most current edition of the "Rental Rate Blue Book", including all Rate Adjustment Tables and amendments, as published by Dataquest, Inc. of San Jose, California, in effect at the time the work is performed. Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments, complete, ready to operate, but excluding operators. Operators shall be paid as stated herein above for labor. No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for use of such equipment.
- 16.5 The RTO will be responsible for the review, evaluation and documentation of any and all Change Orders that may be required. No Change Order, however, will be effective against the Town unless it has been approved by the Stratford Town Council and has been signed by the RTO (See Item 35). The RTO will submit to the Town a cost breakdown, as prepared by the Contractor, for any additional or changed work that is to be performed pursuant to the Change Order. This cost breakdown will include a comparison of the proposed prices and quantities of the Change Order with the original

prices and quantities as bid, and an evaluation by the RTO of the reasonableness of such Change Orders in writing for review with the Town in a complete and expeditious manner.

17. CHANGE IN CONTRACT TIME

- 17.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his claim shall be in writing delivered to the RTO within ten (10) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2 The Contract Time shall be extended in an amount equal to time lost due to the delays beyond the control of the Contractor if he makes a claim therefore as provided herein. Such delays shall include, but are not restricted to, acts of neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. Delays because of the utility companies' proposed work shall not be considered for an extension to the contract time.
- 17.3 All time limits stated in the Contract Documents are of the essence of the Agreement.

18. WARRANTY AND GUARANTEE: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

- 18.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the Contract Documents and any inspection, tests or approvals referred to in Section 8. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the Contract Documents or any inspections, tests or approvals shall be given to the Contractor. All defective work, whether completed or not, may be rejected.
- 18.2 If required by the RTO prior to certification of completion, the Contractor will promptly, without cost to the Owner, either correct any defective work completed or, if the work has been rejected by the RTO, remove it from the site and replace it. If the Contractor fails to take the proper corrective measures after written notice to do so is given by the RTO within a reasonable time, then the Owner may correct such defective work with all costs of correction paid for by the Contractor. An appropriate Change Order will also bear the expense of making good all the work destroyed or damaged by such corrective measures.
- 18.3 If, after the approval of final payment and prior to expiration of one year after final payment (refer to Maintenance Bond) any defective work is found, the Contractor will promptly correct such defects in accordance with the Owner's written instructions and without cost to the Owner. If the Contractor fails to comply with such written instructions within a reasonable time, the Owner may take corrective measures at the expense of the Contractor, including compensation for additional professional services.
- 18.4 A maintenance bond of ten percent (10%) of the Contract Price must be furnished to the Town of Stratford prior to the execution of the final payment and will act as a warranty for a period of twelve (12) months from date of final payment.

19. APPLICATION FOR PROGRESS PAYMENTS

At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the RTO, for review, an Application for Payment filled out and signed by the Contractor covering the completed Work as of the date of application, including such other data as the RTO may require. Materials stored on the site for future installation shall not be included in the Application for Payment.

- 19.1 The Contractor warrants and guarantees that title to all Work, materials and equipment included and covered by the Application for Payment will have passed to the Owner, prior to making the application, free and clear of all liens, claims, security interests and encumbrances.
- 19.2 The RTO will, within ten (10) days after receipt of each application, either accept or refuse the application, indicating his reasons for refusal in writing. In the case of refusal, the Contractor may make the necessary corrections and resubmit the Application for Payment to the Owner.
- 19.3 The amount paid the Contractor shall be the amount due less five percent (5%) retainage. The retainer will be held by the Owner until the completion of the Work.
- 19.4 The Owner will within ten (10) days after approval pay the Contractor the due amount.

20. FINAL PAYMENT

- 20.1 Upon notice, verbal or written, from the Contractor that the Work is complete, the Engineer will make a final inspection of the work with the Contractor and will notify him of any defective work and the corrective measure to be taken. The Contractor shall immediately take steps to rectify any defective work.
- 20.2 After the Contractor has completed any such corrections to the satisfaction of the RTO and delivered all documents as required by the Contract Documents, the Contractor may make application for final payment following the procedure for progress payment. The final application for payment shall be accompanied by such supporting data as the RTO may require, such as legally effective releases or waivers of all liens arising from the Contract Documents for labor services, material and equipment furnished thereunder.
- 20.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his approval of the final application for payment, the RTO is satisfied that the Work has been completed and that the Contractor has fulfilled all his obligations under the Contract Documents, he will within ten (10) days present the Application for Payment. Otherwise, he will return the application to the Contractor, indicating his reasons for refusal in writing, in which case the Contractor will make the necessary corrections and resubmit the application.
- 20.4 Final Payment shall constitute one hundred percent (100%) of the contract amount, less previous payments, payable upon submission of a maintenance bond, as set forth, in Section 18, which will remain in effect for the twelve (12) month warranty period.

21. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 21.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the RTO, nor any payment by the Owner to the Contractor under the Contract Document, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act or acceptance by the Owner nor any failure to do so, nor any correction of the Work not in accordance with the Contract Documents shall constitute waiver.

- 21.2. The making and acceptance of final payment shall constitute:
- a. A waiver of all claims by the Contractor against the Owner other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or terms of any special guarantees specified therein.
 - b. A waiver of all claims by the Contractor against the Owner other than those previously made in writing and unsettled.

22. INDEMNIFICATION

- 22.1 The Contractor shall indemnify and hold harmless the Town of Stratford, its officers, agents, servants and employees and the RTO from and against all liability, claims, damages losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such liability, claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 22.2 In any or all claims against the Owner, its officers, agents, servants and employees and the RTO by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way to 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 benefit acts.

23. OWNER'S RIGHT TO STOP OR SUSPEND WORK

- 23.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 23.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor and shall fix the date on which Work is to be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or any extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

24. OWNER'S RIGHT TO TERMINATE

- 24.1 If the Contractor is adjudged to be bankrupt or insolvent, or if he 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 files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficiently skilled workmen or suitable material or equipment, or if he fails to make prompt payments to subcontractors for labor, material or equipment, or if he disregards laws,

ordinances, rules, regulations or any orders of any public body having jurisdiction, or if he disregards the authority of the RTO, or if he 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 surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and all material, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs exceed the unpaid balance the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the RTO and incorporated in a Change Order.

- 24.2 While the Contractor's services may have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.
- 24.3 Upon written notice of seven (7) days to the Contractor, the Owner may, without cause or prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed.

25. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE

- 25.1 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 a court or other public authority, or the RTO fails to act on any Application for Payment within thirty (30) days after submission or the Owner fails to pay the Contractor any sum approved by the RTO within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and RTO, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a 15% profit on expenses sustained. In addition and in lieu of terminating the Agreement, if the RTO has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven (7) days notice to the Owner stop the Work until he has been paid all amounts then due.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

- 26.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein.

27. CONTRACT SECURITY

- 27.1 The Contractor shall furnish a surety bond acceptable to the Owner in the amount equal to one hundred (100%) percent of the Contract Price as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bond shall be a duly authorized surety company, satisfactory to the Owner and doing business in the State of Connecticut.

28. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 28.1 It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed. See Time for Commencement and Completion, Page SC-2 of the Special Conditions.
- 28.2 The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 28.3 If the Contractor shall neglect, fail or refuse to complete the Work within the time specified or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time set forth in the Contract for completing the work. See Liquidated Damages for Delay, Page SC-2.
- 28.4 The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages incurred and shall be retained from time to time by the Owner from current periodical estimates.
- 28.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed by the completion of any Work, the new time limit fixed by such extension shall be the essence of this Contract.
- 28.6 Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:
- a. To any preference, priority of allocation order duly issued by the Government;
 - b. To any unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
 - c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this section.

29. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

- 29.1 The insurance documents shall be executed by a financially strong insurance or surety company with an AM Best Rating of B+ of better, acceptable to the Department of Finance, Town of Stratford..
- a. Owner's Protective Liability and Property Damage Insurance for and in the name of the Town of Stratford, its officers, agents, servants, and employees, covering all claims against the Town arising out of this contract. Said policy shall be in force for a period of not less than one year and shall be provided to the Town prior to

starting any work under this contract. The State of Connecticut shall be listed as an additional insured.

- b. A General Liability policy including but not limiting coverage to include premises/operations, products/completed operations, Broad Form Property Damage with a combined single limit of liability of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000 or a Commercial General Liability policy of an occurrence basis with a general aggregate limit of not less than \$1,000,000, a Products/Completed Operations Aggregate limit of not less than \$1,000,000, and a limit of liability each occurrence of not less than \$2,000,000, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The State of Connecticut shall be listed as an additional insured.
- c. Automobile Liability and Property Damage Insurance for any auto including but not limiting coverage to hired and non owned autos in the amount of \$1,000,000 each accident on a combined single limit of liability basis for Bodily Injury and Property Damage, or a limit of liability for Bodily Injury of \$1,000,000 per person and Bodily Injury of \$1,000,000 per accident and a Property Damage limit of \$1,000,000 each accident. Uninsured Motorist Coverage of \$1,000,000 for Bodily Injury caused by an accident and including but not limiting coverage to the ownership, maintenance or use of an uninsured motor vehicle, with the Town, its officers, agents, servants, and employees to be named as additional insureds. The State of Connecticut shall be listed as an additional insured.
- d. Worker's Compensation Insurance required by law and Employer's Liability Insurance for at least the minimum amounts of liability for Bodily Injury by accident of \$100,000; Bodily Injury by disease each employee of \$100,000; and Bodily Injury by disease, policy limit of \$500,000.
- e. The Contractor shall require the same insurances that it is required to carry by the Town to be carried by any subcontractors hired by it and obtain certificates of insurance before subcontractors are permitted to begin work. The Contractor shall require that the Town of Stratford and the State of Connecticut, its officers, agents, servants, and employees to be named as additional insureds on all subcontractors insurance, excluding Worker's Compensation.
- f. As to all insurances required, the insurance company/ies shall provide a certificate of insurance to the Town certifying that the insurance is in force and describing the coverage, the parties insured and expiration data and stating that the insurance company shall notify the TOWN in writing not less than thirty (30) days in advance of the expiration, termination, restrictive amendment, reduction or other change in coverage.

The Contractor shall maintain such coverage in force during the whole period of his obligations under the contract and with an insurance company or companies with an AM Best Rating of B+ or better, licensed to write such insurance in Connecticut, and acceptable to the Town of Stratford. The amounts of such insurance carried shall not be less than the minimum amounts set out elsewhere herein, but the stipulation of minimum

amounts or the acceptance by the Town of Stratford, of certificates indicating the limits of coverage shall in no way limit the liability of the Contractor to any such amounts.

Certificates of the insurance company or companies, carrying the required insurance for the Contractor, must be submitted to the Town of Stratford before the Contractor executes the Contract and occupies any portion of the work or begins any work as set forth within the contract documents.

30. WAGE RATES

- 30.1 When required by State Statute, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed as determined by the Department of Labor (see attached if applicable).
- 30.2 Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- 30.3 The wages paid to any mechanic, laborer, or workman employed on the work, herein contracted to be done, shall be at a rate customary or prevailing for the same work in the same trade or occupation in the Town of Stratford.
- 30.4 Any person who knowingly or willfully employs any mechanic, laborer or workman in the construction, of this project on behalf of the Town of Stratford or any of its agents at a rate of wage less than customary or prevailing for the same work in the same trade or occupation in the Town, shall be fined not more than one-hundred and fifty (\$150.00) dollars for each offense and shall be subject to other penalties, obligations and fines as defined by the State of Connecticut Department of Labor.

31. ASSIGNMENTS

- 31.1 The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the Owner.

32. SEPARATE CONTRACTS

- 32.1 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 RTO any defects in such work that render it unsuitable for such proper execution and results.
- 32.2 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.

33. SUBCONTRACTING

- 33.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- 33.2 The Contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the Owner.
- 33.3 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 them as he is for the acts and omissions of persons directly employed by him.
- 33.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractors the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 33.5 Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

34. RTO'S AUTHORITY

- 34.1 The RTO shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret intent of the Contract Documents in a fair and unbiased manner. The RTO will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- 34.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 34.3 The RTO will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 34.4 The RTO shall promptly make decisions relative to interpretation of the Contract Documents.

35 §8 COMPLIANCE WITH LOCAL ORDINANCE

No changes in the terms, conditions or scope of contract that increase the cost of the contract shall be made without the approval of the Stratford Town Council. The contractor's attention is directed to Chapter 8, an ordinance regarding change orders. Specifically, the following sections shall be made part of this contract.

8-4 Definitions

a. Any individual or entity that performs work either as a subcontractor or contractor for the Town.

8-5 Additional Non-Contracted Work

Any contractor who does work for the Town of Stratford and needs to perform work not included in the contract for proper completion of the project must immediately inform the project architect or the Town Engineer or his/her designee in the absence of an architect before work not included in the contract is commenced.

SUPPLEMENTAL GENERAL CONDITIONS
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101. GENERAL

Where any paragraph or subparagraph of the General Conditions is supplemented by one of the following paragraphs, the provisions shall be considered as added thereto. Should any of the added paragraphs following hereinafter be in conflict with the provisions of the General Conditions, the provision of the Supplemental General Conditions shall control, unless specifically indicated herein.

102. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel and shall protect from damage, included but not limited to, all buildings or other public or private structures, lawn, terraces, trees, curbs, gutters, flagging, crosswalks, water pipes, hydrants, electric light and telephone poles, water stop cocks, manholes, gas pipes, conduits and other underground appurtenances on the line of the work, and adjacent thereto, and at his own cost, repair or replace to the satisfaction of the respective owners and the RTO, any of the aforementioned items which may become damaged or displaced at any time during the progress of the work. He shall, at his own expense, wherever necessary or required, maintain fences, install shoring, provide watchmen, maintain red lights, post danger signs warning against the hazards created by the construction work, and he shall take other such precautions as may be necessary to protect life and property, and he shall be responsible for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.
- b. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations, open excavations, underground and aboveground utilities and appurtenances and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any kind and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Town of Stratford and the RTO, its officers, agents, servants and employees, from any damages including court costs and attorneys fees, on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Town of Stratford and the RTO, its officers, agents, servants and employees may be sued, claimed against, or become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- c. Watchmen shall patrol the areas of the work within the limits of the contract at all times when the Contractor's working crews are not present including Saturdays, Sundays and holidays, twenty-four (24) hours per day. In the designated area watchmen shall check at uniform intervals, over a specific route, site conditions, all warning lights and barricades. During inclement weather, he shall diligently patrol all areas of the work and barricade any hazards discovered. The Contractor's repair crews shall correct any problems found by the watchmen or identified by the Town or the RTO as a condition which must be corrected immediately. Following contact of the repair crew, the local police and the Resident Engineer shall be advised of the situation. Should the Contractor fail to commence repairs, within two (2) hours, the nearest available alternate (not Contractor's personnel) crew will

be assigned the repair work, all costs of which will be deducted from the Contractor's next authorized partial payment.

- d. As soon as subsurface work on rights-of-way is completed, the Contractor shall fulfill his contractual obligations and restore private properties to their original conditions to the satisfaction of the owners and the RTO. In case of failure on the part of the Contractor to restore damaged property, the RTO may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed and the cost thereof may be deducted from any moneys due, or to become due the Contractor under this contract, or the Owner may deduct from any money due, or to become due the Contractor under this contract, a sum sufficient in the judgment of the RTO to reimburse the owners of the property so damaged or injured.
- e. Compensation for all costs borne by the Contractor for labor, materials, etc., required to completely provide protection to persons and property, including watchmen services, shall be included in the various unit and/or lump sum prices bid in the proposal.

103. COMMUNICATIONS

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

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

Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same was dropped in United States Mail with sufficient postage, or in the case of telegrams, at the time actual receipt as the case may be.

104. CORRECTION OF WORK

The inspection and/or approval of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed and defective work shall be made good and unsuitable materials shall be rejected notwithstanding that such work and materials have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the RTO. Nothing in this contract shall be construed as vesting in the contractor any right or property in the materials used after they have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the Owner.

105. WARRANTY OF TITLE

Materials, supplies, or equipment purchased for the work shall not be subjected to any chattel mortgage or under a conditional sale or other agreements by which interest therein or in any part thereof is retained by the seller, supplier or any other person excepting only the Contractor. The Contractor shall warrant good title to all materials, supplies and

equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Town of Stratford free from any claims, liens, or charges.

Neither the Contractor nor any person, firm or corporation furnishing any material, or labor for any work covered by this contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contract in the hands of the Town of Stratford. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such materials.

106. PROGRESS OF WORK

In general, work shall be continued and prosecuted throughout the term of the Contract, including the winter season. The Contractor will be expected to keep working whenever possible. The RTO will determine when conditions are unfavorable for work, or for any portion thereof and may order that the work be suspended on any part or all portions of the Contract whenever, in his opinion, the conditions are not such that will insure first-class work.

107. CONSTRUCTION EQUIPMENT

Prior to the start of the work, the Contractor shall submit to the RTO, for his approval, a "Schedule of Equipment" stating the type and number of pieces of equipment to be used on the job. All equipment to be used on the Town streets shall be equipped with rubber tires unless that road is to be overlaid or reconstructed. The use of equipment without rubber ties shall be by written approval and under the direction of the RTO.

108. PUBLIC UTILITIES

The Contractor's attention is called to the fact that he is obligated by State law to notify the Public Utilities Control Authority (Phone No. 1-800-922-4455) 72 hours prior to beginning any digging. This "One Call Before You Dig" system will assure that each utility will have marked its line in the field before any digging activity commences.

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

The Contractor shall inquire of the utility companies and the Town as to their mains, conduits, services and service laterals in and adjacent to the area under construction. The costs of such locations, and any costs for connections or disconnections, shall be paid by the Contractor unless otherwise specified.

The Contractor shall, without expense to the Town of Stratford and to the satisfaction of the RTO, do everything necessary to support, protect and maintain all pipes, conduits, sewers, drains, wires, poles or fixtures of all kinds in line of the work or adjacent thereto, and all fences, buildings or other structures which might be damaged by the work herein contemplated. The Contractor shall give at least forth-eight (48) hours notice, before breaking ground, to the owners of the structures, pipes or wire conduits that may be affected by his operations and shall not cause any hindrance to or interference with any such owners or their agents in protecting or repairing their property should they wish to do

so, but will require them to take all such measures as they may deem necessary for said purposes. The Contractor shall protect water pipes from freezing during cold weather.

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

109. REQUESTS FOR SUPPLEMENTARY INFORMATION

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

110. INSPECTION

- a. All materials and workmanship will be subject to inspection, examination or test by the Town of Stratford and the RTO at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The RTO shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Town of Stratford may by contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor without prejudice to any other rights or remedies of the Town of Stratford.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 112 -SAMPLE, CERTIFICATES AND TESTS).
- c. The Contractor shall notify the RTO sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the RTO, the Contract shall uncover for inspection and recover such facilities all at his own expense when so requested by the RTO.
- d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specification shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the

Contract, (3) damage or loss in transit, of (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as whole or in part will be made at each project site.

- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Town of Stratford or its agents shall relieve the Contractor of his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

111. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles to be incorporated in the work shall be new and the best grade of the respective kinds for the purpose. The RTO shall decide whether such workmanship, equipment, material and articles to be incorporated in the work are new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the RTO shall decide the question of equality.
- b. The Contractor shall furnish to the Town of Stratford for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance, characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 112 -SAMPLES, CERTIFICATES AND TESTS.) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- c. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as such specific standards are limited or modified in such reference in regard to type, class or grade. The standard referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- d. In addition to the requirements of the General Specifications, prior to the start of the work, the Contractor shall notify the RTO in writing of his anticipated sources of all materials proposed to be incorporated into the work. The Contractor shall further notify the RTO in writing of any change in his source or anticipated source of materials.

112. SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the RTO, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the RTO. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and address of the producer and all specifications or other detailed information which will assist the RTO in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- b. Approval of any materials shall be general and shall not constitute a waiver of the Town of Stratford's right to demand full compliance with Contract requirements. After actual deliveries, the RTO will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the RTO will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If the aforementioned materials, equipment or accessories are caused to be removed or replaced by the RTO, the cost of such removal or replacement shall not be considered cause for a change in the contract price or for extension of the contract time.
- c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1 The Contractor shall furnish without extra cost, including packing and delivery charges to a testing laboratory designated by the RTO, all samples required by the RTO for testing purposes. The material to be tested shall be included but not be limited to offsite material for backfill, bituminous concrete, concrete for pavement, lean concrete, etc.
 - 2 The Contractor shall assume all costs of retesting materials which fail to meet contract requirements.
 - 3 The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.
 - 4 The Town will assume the cost of the initial testing on the material as required by the RTO.

113. PARTIAL USE OF SITE IMPROVEMENTS

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

- a. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee stipulated in the Section 18 under GENERAL

CONDITIONS, shall not begin to run until the date of the final payment of all work which the Contractor is required to construct under this Contract.

114. FIRES

Open burning of trash, debris, etc., shall not be permitted on the Project Site.

115. BLASTING AND EXPLOSIVES

The use of explosives is strictly forbidden on this project.

116. DEWATERING

The Contractor's operations shall conform to the applicable sections of Form 816 and the cost of dewatering shall be included in all the various contract items.

117. SANITARY FACILITIES

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

118. REMOVAL OF DEBRIS, CLEANING, ETC.

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

Stumps and large pieces of wood will be disposed of by the Contractor at some legal disposal site.

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

119. CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involved extra cost or extension of time, he shall, within ten (10) days after the receipt of such instruction, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Town of Stratford and the RTO, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground

was disturbed, clearly showing that errors exist which resulted, or would result in handling more material or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps will at once be reported to the RTO and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the RTO.
- d. If, on this basis of available evidence, the RTO determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided in Section 16 -CHANGES IN THE WORK under GENERAL CONDITIONS.
- e. During the progress of the work, if the Contractor encounters at the site (1) subsurface or latent physical conditions differing materially from those indicated in the Contract, or (2) unknown physical conditions differing materially from those inherent in the work of the character provided for in this Contract, he shall promptly and before such conditions are disturbed, notify the RTO in writing. The RTO shall thereupon investigate such conditions and if he finds that they do materially differ, he shall cause such changes to be made in the Specifications and Drawings as may be deemed necessary, and shall make such equitable adjustment in the Contract Price or time as is justified, if any, by written order, as provided in the Section 16 -CHANGES IN THE WORK under GENERAL CONDITIONS. No claim of the Contractor for adjustment hereunder shall be allowed unless he has given notice as above required.

120. DISPUTES

- a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Town of Stratford and the RTO for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Town of Stratford and the RTO of notice thereof.
- b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Town of Stratford will be in writing and will be mailed to the Contractor by registered mail, return receipt requested. The Town of Stratford's decision will be final and binding upon the parties, unless clearly arbitrary and capricious.

121. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the RTO in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection. If the RTO determines that the status of the improvements is as represented, he will make arrangements necessary to have

final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of the Town of Stratford and the RTO.

122. DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute.

123. MINIMUM WAGE FOR POLICE

Any police officer, reserve, special or otherwise, employed by the Contractor, shall be paid the wage rate set by the Stratford Police Department. All costs for employing same shall be paid by the Contractor if their use is not directed by the Town but instead at the Contractor's option. Contractor shall comply with the local ordinance governing traffic control.

124. OVERTIME

No night, Saturday, Sunday or holiday work requiring the presence of an Engineer, Inspector or observer will be permitted, except in case of emergency and then only to such an extent as is absolutely necessary and with written permission of the RTO.

The standard work day for this project shall be eight (8) hours and the standard work week shall be forty (40) hours. In the event the Contractor wishes to extend these hours, he may do so only with the written permission of the RTO. The Contractor shall be required to pay to the Town of Stratford the difference between the standard hourly rate and the overtime hourly rate for an inspector and/or RTO for those hours of work over eight (8) per day and forty (40) per week.

The calendar days allowed for this project have been based upon a forty (40) hour work week. The calendar days allowed shall be decreased proportionally for those hours worked beyond the normal forty (40) hour work week.

125. ARCHEOLOGICAL FINDS

During the life of the Contract, the Contractor is herewith required to immediately notify the following persons and organizations in the event that any articles such as "charcoal," "bone," "shell," "cultural objects," "fire cracked stones" or "stone flaking material" or any other such related items of historical significance are discovered:

- a. RTO.
- b. Local Historical Society by official name.
- c. Connecticut Historical Commissioner.
- d. Resident Engineer or Inspector.

126. COMPENSATION

Unless otherwise specified, all items of cost required to fulfill the general terms and conditions of the contract shall be included in the price or prices put to bid in the proposal for the contract upon which a bid is being submitted.

127. WAGE RATES

Wage rates, establishing minimum rates, issued by the Connecticut Labor Department on a copy of which is attached is hereby made a part of this contract.

128. STATE OF CONNECTICUT PUBLIC ACT 86-87

All contractors are required to conform to Public Act 86-87, "An Act Concerning Worker's Compensation Insurance Requirements for Contractors on Public Works Projects and State Licenses," as approved on October 1, 1986.

129. EQUAL EMPLOYMENT OPPORTUNITY

- a. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, the State of Connecticut or the Town of Stratford.

The aforesaid provision shall include, but not be limited to, the following: Advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges or employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

- b. The contractor shall hereafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its nondiscrimination requirements.
- c. In all pre-contractual contacts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this contract.
- d. Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state, and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

130. GROUND WATER

The ground water elevation has not been determined. The Contractor should base his bid on the assumptions that the ground water conditions will be high throughout the limits of the project and he must dewater all trenches.

SPECIAL CONDITIONS

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TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall commence the work under this contract within fifteen (15) days of date of the Notice to Proceed issued by the RTO and shall fully complete all the work stipulated in these Contract Documents within the specified number of calendar days (including the winter shutdown period) after the date of the Notice to Proceed.

SEQUENCE OF OPERATIONS

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Section "Time for Commencement and Completion".

All times will be computed from the commencement date as stipulated in Section "Time for Commencement and Completion" of these Contract Specifications. There will be a shutdown period for this project from December 19th through the following March 1st.

All roadways must be open to existing traffic conditions during the winter shutdown period.

Contractor is responsible for all necessary permits; including, but not limited to, road opening, sidewalks, curbs, ConnDOT Construction, etc.

LIQUIDATED DAMAGES FOR DELAY

The Contractor guarantees that he can and will complete the work within the time limit stated in the Contract Documents or within the time as extended and provided elsewhere in the Contract Documents. In as much as the damages and loss to the Town, which will result from the failure of the Contractor to complete the work within the stipulated time, will be most difficult or impossible to accurately assess, the damages to the Town for such delay and failure on the part of the Contractor shall be liquidated in the sum stipulated in the Supplemental Specifications & Conditions (a minimum of \$500 if not so stipulated) for each calendar day (Sunday and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The Town will deduct and retain out of any money due or to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the Town.

301. PROJECT SITE

The project site will be as described in the Supplemental Conditions and Specifications and as shown on the drawings.

302. CONTRACTING AUTHORITY

The Contracting Authority for the purpose of this Contract shall be the Town of Stratford, CT.

303. SEQUENCE OF OPERATIONS

The Contractor shall, at all times, employ sufficient labor and equipment to facilitate construction and to insure that the project is completed on or before the time specified in Page SC-1 -"TIME FOR COMMENCEMENT AND COMPLETION". This specified time includes all coordination and any delay time caused by the utility companies' proposed work.

The limits of construction are subject to modification at any time.

All times will be computed from the commencement date as stipulated in Page SC-2 - "TIME FOR COMMENCEMENT AND COMPLETION," of these Contract Specifications.

Sequence shall be developed in such a manner as to maintain access to adjacent properties at all times.

304. WATER POLLUTION ABATEMENT

Under no circumstances shall the Contractor allow sanitary sewage to be discharged into any storm sewer, river, brook, stream, creek, or storm ditch. A complete plan of the procedure for maintaining flow shall be submitted to the RTO and other Local, State or Federal Agencies as required for review and approval prior to commencing construction of sanitary sewers which require the maintenance of flow of sanitary sewage. Approval of the procedure shall in no way relieve the Contractor of his responsibilities for compliance with the specifications. In case of the failure of any component of the sewage system, the Contractor shall take immediate action to insure that sanitary sewage does not discharge into any storm ditch. These immediate actions shall include whatever labor (including overtime), materials and equipment as may be required and all work shall be done at no cost to the Town.

If no action is taken within four (4) hours of discovery or notifications that the sewerage system has failed or is any way defective, the Town may proceed with corrective work and deduct whatever costs are incurred from future payments to the Contractor.

305. TRAFFIC AND CONSTRUCTION

The Contractor shall maintain and protect traffic in accordance with Form 816 Section 9.71 MAINTENANCE AND PROTECTION OF TRAFFIC and Section 9.70 - TRAFFICMEN, of the Contract Specifications and with the following additional requirements:

- a. Where referred to herein, "Normal Work Hours" are to be 7:30 a.m. to 4:00 p.m., Monday through Friday only, unless otherwise specified.
- b. At no time shall work occur outside Normal Work Hours or Holidays on any portion of this project without prior written approval from the RTO for such work.
- c. Prior to construction the Contractor shall submit for approval a plan describing the areas where traffic will be disturbed and the Contractor's method of controlling and protecting the traffic at each location.
- d. During Normal Work Hours the Contractor shall maintain minimum travel lanes.
- e. Detouring of traffic shall be done according to the Manual on Uniform Traffic Control Devices and in accordance with Connecticut Department of Transportation standards for State Roadways.
- f. Alternating one-way traffic operations will be allowed only where approved by the Town Engineer and the RTO.
- g. The Contractor shall maintain access to all driveways.
- h. Prior to the commencement of any activity, which will require Town Police, the Contractor shall notify the Town of Stratford Department of Police Services and request an off-duty police officer to act as a trafficman. When Town police officers are required, the Contractor shall call the week before to set up time for the following week, (identifying the job as a Town job), and then call each morning to verify that police will be sent for that day. The Contractor shall not be paid for this service as the Town will pay police directly.
- i. The work necessary to achieve the above conditions will not be paid for separately unless an item is contained in the bid form. Note that the price for "Maintenance and Protection of Traffic" shall include all costs for labor, equipment and services involved in the erection, maintenance, moving, adjusting, relocating and storing of all traffic control devices such as signs, barricades, cones, drums, flashers and markings.
- j. Vehicular and pedestrian access to buildings and residences must be maintained at all times
- k. Compliance with the local Noise Ordinance is required.

306. PUBLIC RIGHTS-OF-WAY

All public rights-of-way beyond the limits of work shall be restored to the original condition existing prior to construction was started.

The Contractor shall confine all of his operations to within the public rights-of-way areas unless otherwise directed. The Town of Stratford will make no additional payment to the Contractor for any work required to restore the public rights-of-way, beyond the Limit of Work, to their original conditions.

307. EXISTING SERVICE LATERALS

307.1 GENERAL

All existing gas, water, electric, telephone and cable TV service laterals which are disrupted for any reason (except conflicts) in the course of completing the work shall be relayed, reconnected, replaced and/or relocated in kind by the Contractor or the utility company at no cost to the Town.

Any lawn areas, sidewalks, curbs, or other areas which have been disturbed or damaged during construction shall be restored to original conditions by the Contractor at no cost to the Town.

Once any service to any building is disrupted, the Contractor shall work continuously until service is restored. This includes working beyond the normal work day, if required.

307.2 GAS SERVICE LATERALS

The Southern Connecticut Gas Company shall make all repairs, replacements and/or relocation of gas service laterals; however, the Contractor is responsible for reporting damage to the laterals or conflicts with the new sewer to the Gas Company and the Contractor will be charged by the Gas Company for the repair, relocation or replacement work. No additional payment will be allowed to the Contractor for repair, relocation or replacement of gas service laterals to be performed by the Gas Company and charged to the Contractor (except for conflicts).

307.3 WATER SERVICE LATERALS

The Contractor shall be responsible for the repair, replacement, and/or relocation of water service and fire service laterals in accordance with the requirements of the Aquarion Water Company rules and regulations currently in effect.

Once the water or fire service to any building is disrupted, the Contractor shall work continuously until the service is restored. This includes working beyond the normal work day, if required. The Contractor shall notify the Service Department of the Water Company of all services adjusted or relocated so they may inspect the work.

No additional payment will be made for repairing, replacing, relocating or reconnecting water service laterals.

307.4 ELECTRIC AND TELEPHONE AND C.A.T.V. LATERALS

The Contractor shall be responsible for the repair, replacement and/or relocation of these service laterals in accordance with the requirements of the applicable utility company, the current codes and as approved by the RTO. This work will be performed at no cost to the Town.

308. EXISTING SIDEWALK AND CURBING

Any existing sidewalk or curbing which is removed or damaged due to any of the Contractor's operations and which is not scheduled to be replaced shall be replaced by the Contractor with sidewalk and/or curbing in kind and all costs involved in this work shall be included in the various contract unit prices and no additional costs shall be incurred for this work by the Town. This work will be performed at no cost to the Town.

309. EXISTING SEWERS AND CULVERTS (STORM AND SANITARY)

The Contractor shall be responsible for maintaining and protecting all existing storm and sanitary sewers, service laterals, culverts, catch basins and manholes encountered in the work under this Contract.

The Contractor shall save the Town of Stratford harmless and shall be solely responsible for any liabilities or damages arising from his work near, under or through existing storm and sanitary sewers, service laterals, culverts and appurtenances. The Contractor shall repair and replace, as required by the RTO, any existing sewers, culverts, catch basins and manholes damaged as a result of his work. There will be no payment by the Town for work covered in this section unless authorized in writing by the RTO. The Contractor shall schedule his operations so as to insure and maintain the uninterrupted flow in existing storm and sanitary sewers at all times.

310. DUST CONTROL

In addition to the requirements for traffic under Section 118 of the Supplemental General Conditions, the Contractor shall be responsible for controlling dust from his operations and, when ordered by the RTO, shall use calcium chloride for dust control per section 9.42 of form 816.

311. RESTORATION OF PROPERTY

No materials or equipment shall be allowed on private property including driveway aprons and sidewalks within the Town's or State's right-of-way at any time. The Contractor shall be responsible for any damage incidental to the removal and reconstruction operations. All property shall be restored to a condition similar to that which existed before operations started.

The Contractor's attention is called to the fact that no additional payment for this work shall be made. All costs for this work, including labor, materials and equipment shall be considered to be included in the various items included in the bid.

SC-6

312. LIGHTING

Existing roadway lighting must be maintained at all times.

313. PROTECTION OF TREES AND SHRUBS

- a. Existing trees and shrubs shall be retained as far as possible, or as designated by the RTO. No trees and shrubs shall be removed without written approval by the Town of Stratford Tree Warden. No trees shall be used as derrick stays or other fastening. If any trees or shrubs shall be severely injured by mechanical means and do not survive, the Contractor shall remove and dispose of each such tree or shrub and replace it with a healthy tree or shrub of the same species and equivalent height and diameter, all as approved by the Owner.
- b. Trees and shrubs to remain shall be protected from damage and, where necessary, adequate wooden barricades shall be constructed around trees to prevent damage from machine operations. If soil over roots or trees to remain becomes compacted, it shall be restored by proper cultivation to a condition which will permit adequate aeration of the soil. Materials shall not be stored near trees designated to remain in a manner which will cause damage to the trees.
- c. **Any tree required to be removed must be posted by the Town of Stratford Tree Warden at least ten (10) days prior to removal. Tree Warden may be contacted at the Conservation Department (phone No. 203-385-4006).**
- d. Where trees, shrubs, branches, and roots are removed, they shall be disposed of by the Contractor. Burning will not be permitted unless prior permission in writing is obtained from Town authorities having jurisdiction and, if permitted, shall be subject to all rules, regulations, and precautions applicable thereto.
- e. Where trees and/or shrubs are required to be replaced, repaired, restored, or treated, such work shall be carried out by or under the direction of a qualified tree surgeon or nurseryman acceptable to the Owner. Upon completion and before final acceptance of the work, the tree surgeon or nurseryman shall submit a certificate to the RTO certifying that the work has been properly performed by him or under his direction. There is no separate pay item for this work; it is included in the prices bid for all other contract items.

314. WORK ON STATE AND TOWN ROADS

- a. All work along and across State and Town roads shall be carried out in accordance with the requirements of the public authorities having jurisdiction over such roads. It shall be the responsibility of the Contractor to ascertain such requirements and to comply with all applicable laws, ordinances, regulations, etc. pertaining to the work. The Contractor shall, at his own expense, procure all required permits and licenses and pay all required fees, deposits, etc. which may be required by the authorities having jurisdiction. All town permits must be obtained by the Contractor, but the fee for those town permits will be waived.

- b. If any part of the requirements described in these specifications or indicated on the drawings are in conflict with the requirements of the public authority having jurisdiction over the work described or indicated, then the public authority's requirements shall take precedence. However, where these specifications and drawings require better materials, methods or workmanship which are also acceptable to the public authority having jurisdiction, then these specifications and drawings shall govern.

315. USE OF PREMISES AND REMOVAL OF DEBRIS

- a. The Contractor expressly undertakes at his own expense:
 - 1) To take every precaution against injuries to persons or damage to property;
 - 2) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors. Contractor's personnel and equipment shall not be allowed upon nor materials stored upon any private property without the prior written permission of the Owner of the property. Existing improvements removed, disturbed, damaged or altered as a result of the work of this Contract shall be restored by the Contractor;
 - 3) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
 - 4) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, and at all times the site of the work shall present a neat, orderly and workmanlike appearance;
 - 5) Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
 - 6) To effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the RTO, not to cut or otherwise alter the work of any other Contractor.
- b. If the Contractor fails within 48 hours written notice from the RTO to remove rubbish, scrap materials and debris, repair and/or restore damaged existing improvements caused by his operations, the RTO or Owner may have the work done by others and all costs thereof will be deducted from monies due or about to become due to the Contractor.

316. PAYMENT

Except where otherwise specifically stated, no separate or additional payment will be made for conformance with any of the provisions of these Special Conditions, and all costs in connection therewith shall be deemed to be included in the appropriate prices stated in the Bid Proposal for the Contract upon which bid is being submitted.

317. PROJECT SIGN

The project sign will be furnished and erected by the Town, if required.

UNIT BID FORM
East Main St. Sidewalk Replacement

Contract #2016-01 August 2016

ITEM NO	DESCRIPTION	UNIT	EST. QTY.	UNIT COST	TOTAL
1	Remove 4' Concr. Sidewalk & curb Complete	SF	1880		
2	Remove Existing Concrete Curbing, Complete	LF	106		
3	Earth Excavation to Allow for Wider Width Sidewalk and subbase removal if needed, Complete	CY	60		
4	Place processed aggregate base, Complete	CY	120		
5	Install 5' Wide, 5" Thick Concrete Sidewalk, Complete	SF	1500		
6	Install 5' Wide, 6" Thick Concrete Sidewalk /driveway apron, with wire mesh, Complete	SF	850		
7	Install 4' Wide, 4" Thick private Concrete Sidewalk, Complete	SF	800		
8	Install 6" W x 18" H Concrete Curbing, Complete	LF	470		
9	Saw Cut Bituminous Concrete / Concrete Driveway, Approach, Complete	LF	100		
10	Saw Cut Road Pavement, Complete	LF	470		
11	Remove Bituminous Concrete Driveway, approach, walk, or parking area Complete	SF	950		
12	Remove existing Bituminous Concrete Pavement in Roadway, Complete	SF	2000		
13	Install 5" Thick Bituminous Concrete Binder Course, S1.0, Complete	SY	225		
14	Install 4" Thick Bituminous Concrete Finish Course, S0.5, Complete	SY	225		
15	Remove Existing Storm MH section and Reset for new gutter line and grade. Replace with Type C Catch Basin Frame, Adjusted to new Line and Grade, Complete	LS	1		
16	Install 6" Bituminous Concrete Lip Curbing, Complete	LF	40		

17	Reset Valve boxes to grade	EA	5		
18	Reset Existing Sanitary Sewer MH Frame and Adjust to New Line and Grade, Complete	EA	1		
19	Remove Existing Concrete Curbing, Complete	LF	106		
20	Install Handicap Ramp Truncated Dome Detectable Warning Surface, Complete	EA	1		
21	Maintenance and Protection of Traffic	LS	1		
22	Remove and Rebuild Loose Block Wall behind new sidewalk, Complete	LS	1		
23	Install Haybale check or siltfence in CB, as directed, Complete	LF	15		
24	Remove and Relocate Plants and Shrubs, and Replace Mulched Areas, Complete	LS	1		
25	Loam and Seed, Complete	SY	30		
		TOTAL BASE BID			

see next page

Alternate Bid Items

- A-1 Install 6" w x 18" H Granite Curbing, Complete
- A-2 Install Granite Curb Inlet CB top
- A-3 Install new CB in lieu of resetting MH section in item 14, connect to existing MH, Complete
- A-4 Install 3" Diameter Little Leaf Linden Street Tree as directed in field, Complete

LF	470		
EA	1		
LS	1		
EA	2		

TOTAL ALTERNATE BID

SUBMITTED BY:

	(Name)	
	(Company)	Date: _____
	(Address)	
	(Telephone)	

Project: East Main Street Sidewalk Reconstruction

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

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

ID#: H 22540

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

Project Number:

Project Town: Stratford

FAP Number:

State Number:

Project: East Main Street Sidewalk Reconstruction

CLASSIFICATION

Hourly Rate

Benefits

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

1) Boilermaker	33.79	34% + 8.96
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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	33.48	28.76
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2) Carpenters, Piledrivermen	32.00	24.42
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As of: Thursday, August 11, 2016

Project: East Main Street Sidewalk Reconstruction

2a) Diver Tenders	32.00	24.42
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3) Divers	40.46	24.42
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03a) Millwrights	32.47	24.84
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	46.95	20.15
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4a) Painters: Brush and Roller	32.02	20.15
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4b) Painters: Spray Only	35.02	20.15
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4c) Painters: Steel Only	34.02	20.15
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Project: East Main Street Sidewalk Reconstruction

4d) Painters: Blast and Spray 35.02 20.15

4e) Painters: Tanks, Tower and Swing 34.02 20.15

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 38.02 23.75+3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.22 31.99 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.62 29.71

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 28.55 18.90

Project: East Main Street Sidewalk Reconstruction

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.80	18.90
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10) Group 3: Pipelayers	29.05	18.90
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	29.05	18.90
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12) Group 5: Toxic waste removal (non-mechanical systems)	30.55	18.90
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13) Group 6: Blasters	30.30	18.90
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Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	29.55	18.90
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Group 8: Traffic control signalmen	16.00	18.90
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Project: East Main Street Sidewalk Reconstruction

Group 9: Hydraulic Drills	29.30	18.90
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.22	18.90 + a
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13b) Brakemen, Trackmen	31.28	18.90 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers	31.28	18.90 + a
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15) Form Erectors	31.60	18.90 + a
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Project: East Main Street Sidewalk Reconstruction

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.90 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.90 + a
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18) Miners	32.22	18.90 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----

18a) Blaster	38.53	18.90 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.90 + a
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Project: East Main Street Sidewalk Reconstruction

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	36.41	18.90 + a
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21) Mucking Machine Operator	39.11	18.90 + a
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---TRUCK DRIVERS---(*see note below)

Two axle trucks	28.83	21.39 + a
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Three axle trucks; two axle ready mix	28.93	21.39 + a
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Three axle ready mix	28.98	21.39 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.03	21.39 + a
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Project: East Main Street Sidewalk Reconstruction

Four axle ready-mix	29.08	21.39 + a
<hr/>		
Heavy duty trailer (40 tons and over)	29.28	21.39 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.08	21.39 + a
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---POWER EQUIPMENT OPERATORS---		
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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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Project: East Main Street Sidewalk Reconstruction

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	35.86	23.55 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	35.46	23.55 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	35.03	23.55 + a
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Project: East Main Street Sidewalk Reconstruction

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 32.99 23.55 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 32.99 23.55 + a

Group 12: Wellpoint Operator. 32.93 23.55 + a

Group 13: Compressor Battery Operator. 32.35 23.55 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 31.21 23.55 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 30.80 23.55 + a

Group 16: Maintenance Engineer/Oiler 30.15 23.55 + a

Project: East Main Street Sidewalk Reconstruction

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	32.04	23.55 + a
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**NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	45.43	6.25% + 20.70
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21) Heavy Equipment Operator	40.89	6.25% + 18.56
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25% + 17.99
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Project: East Main Street Sidewalk Reconstruction

23) Driver Groundmen 24.99 6.25% + 11.81

23a) Truck Driver 34.07 6.25% + 16.60

---LINE CONSTRUCTION---

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

Project: East Main Street Sidewalk Reconstruction

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04

6.5% + 10.45

As of:

Thursday, August 11, 2016

Project: East Main Street Sidewalk Reconstruction

Welders: Rate for craft to which welding is incidental.

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

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

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

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

3) Cranes (under 100 ton rated capacity)

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

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

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

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

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

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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

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

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

Project: East Main Street Sidewalk Reconstruction

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

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

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

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

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

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

As of: Thursday, August 11, 2016