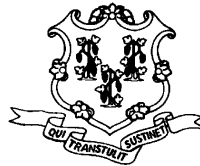




**Town of Trumbull, Connecticut**  
*In conjunction with*



STATE OF CONNECTICUT  
M. JODI RELL, GOVERNOR

Department of Economic and Community Development  
Joan McDonald, Commissioner  
Ronald F. Angelo, Jr., Deputy Commissioner

**PROJECT MANUAL**  
**White Plains Road Streetscape**  
**Bid, Agreement, Conditions, Specifications, Exhibits**

***DECD Project #144-TBD***

**Construction of Paver Sidewalks and Curbing**  
**In the Town Center**  
**Trumbull, Connecticut**

**RFQ #5788 DUE: February 26, 2009 at 3:00PM**

PREPARED BY THE  
TOWN OF TRUMBULL  
ENGINEERING DEPARTMENT

**Town of Trumbull Officials**

**Raymond G. Baldwin, First Selectman**  
**John A. DeVecchio, Director of Public Works**  
**Steve Savarese, P.E.L.S., Town Engineer**  
**Deborah Evans Cox, Director of Economic Development**

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***NOTICE TO BIDDERS***

**TOWN OF TRUMBULL  
WHITE PLAINS ROAD STREETScape  
DECd PROJECT # 144-TBD**

**RFQ #5788**

**DUE: FEBRUARY 26, 2009 @ 3:00PM**

Sealed bids for the construction of sidewalks and curbing with some removal of existing sidewalks and curbs in the Trumbull Town Center on White Plains Road, will be received at the office of the Purchasing Agent, 5866 Main Street, Trumbull, Connecticut, on or before the date indicated above, at which time all bids received will be opened and read aloud.

The work to be done includes the removal of existing sidewalks and curbs and installation of said items with Concrete Pavers and curbing on White Plains Road and Daniels Farm Road in Trumbull, Connecticut, together with all related incidental and appurtenant work as described in the specifications or outlined and shown.

A Pre Bid meeting will be held on **February 5, 2009 at 10:00 AM (February 6, if inclement weather)**. Interested parties are to meet at Daniels Farm Road (Approximately 300 feet south of the White Plains Road intersection), Trumbull, Connecticut.

Bid Documents may be examined online at the Town of Trumbull Official website: [www.trumbull-ct.gov](http://www.trumbull-ct.gov) . Bid and Contract Documents consist of Advertisement for Bids, Information for Bidders, Bid Forms, Agreement, General Conditions, Supplemental General Conditions, Specifications and Details, and may be also obtained from the Town of Trumbull Engineering Department.

Bidders shall comply with the Governor's Executive Orders No.3 and No.17 and any amendments or supplements to those Executive Orders.

A Bid Security is required in the amount of five percent (5%) of the base bid proposal and shall be in the form of a Certified Check or Bid Bond. Bid Bonds must be on an AIA Document A310, issued by a surety company licensed in Connecticut. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the Base Bid. No oral, telephone or telegraphic responses will be considered. Bidders shall comply with all applicable laws relating to Prevailing Wages, Employment Practices, Safety and Health Regulations. No bidder may withdraw a bid within sixty (60) days of the bid opening.

The Town of Trumbull reserves the right to waive and/or reject any and all bids or any part thereof, waive the information in the bidding, and reject any unqualified bids, or accept any proposal or part thereof, deemed to be in the best interest of the Town of Trumbull.

**Robert Chimini  
Purchasing Agent**

## GENERAL INFORMATION FOR BIDDERS

The Town of Trumbull and (herein after referred to as "Town or "Owner) is requesting a quotation for the removal and construction of existing sidewalks and curbing in the Trumbull Town Center on White Plains Road and Daniels Farm Road. The words "bidder" "Contractor", "Vendor", "Firm", "Organization" and "Proposer" are used interchangeably in this document to firms that may submit formal responses to this request.

- A. An original and three (3) exact copies of the Bid shall be submitted in a sealed envelope, and addressed to: Purchasing Agent, Town of Trumbull, Connecticut at Town Hall, 5866 Main Street, Trumbull, Connecticut, 06611. Each sealed envelope containing a Bid must be plainly marked on the outside as "Bid for Sidewalk Improvements at Trumbull Town Center" and the envelope should bear on the outside the name of the Bidder, his/her address, and license number if applicable. If forwarded by mail or courier, a sealed envelope containing the Bid must be enclosed in another envelope addressed to the as address above. No oral, telephone or telegraphic responses will be considered. Bids received after the advertised time and date due shall not be opened or considered. The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened
- B. All Bids must be made on the enclosed Bid Proposal form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid proposal form must be fully completed and executed when submitted. Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project.
- C. The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.
- D. Bidders must satisfy themselves of the accuracy of estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Exhibits and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done. Should a bidder find any omissions, discrepancies or errors in the specifications or other contract documents, or should he be in doubt as to the meaning of the Specifications or other Contract documents, he should immediately notify the Owner who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Owner shall be effective to modify any of the provisions of the Contract documents.
- E. The Contract Documents contain all provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
- F. A Bid Bond payable to the Owner must accompany each Bid for five percent (5%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.
- G. A Performance Bond and a Payment Bond, each in the amount of 100 percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond, a certified and effective dated copy of their power of attorney.
- H. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

- I. The Owner, upon receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the Contractor, shall sign the Agreement and return to the Contractor an executed duplicate of the Agreement within a reasonable period of time. The returned executed Agreement by the Owner to the Contractor shall be accompanied with a Notice to Proceed.
- J. The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.
- K. All bidders to this Contract are advised that it is the intent of the State of Connecticut to encourage the participation of minority contractors and/or suppliers. Accordingly, all bidders will be required to subcontract to a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), or Women Business Enterprise (WBE) that is certified by the State of Connecticut Department of Transportation (Complete attached CONTRACTOR'S MINORITY BUSINESS ENTERPRISES UTILIZATION FORM. It will be the prime contractor's responsibility to provide all necessary and required documentation to demonstrate compliance with this contract requirement.
- L. The work to be done includes the removal of existing concrete/asphalt sidewalks and curbs and installing pavers and granite curbing, along with any incidentals and appurtenant work as described in the specifications or outlined and shown on the Exhibits in the Town of Trumbull, Connecticut. The method of bidding shall be on a Unit Price basis as shown in the Bid Documents.
- M. All bidders are advised that the work associated with the sidewalk and curbing structures will require manufacturers of concrete and/or brick pavers and granite curbs and installation of these structures. Accordingly, all bidders are advised that in conjunction with the submittal of the Bid Proposal Forms, and in addition to the completion and submission of the "Bidders Qualifications Statement," the contractor will be required to submit: a) the names of his proposed paver and curb manufacturer, and b) the names of and references for not less than three (3) similar projects completed by each. Upon review of this information and due investigation, as may be deemed appropriate, the Owner reserves the right to approve or reject the contractor, or subcontractor, or the whole bid.
- N. Attention of the bidder is directed to the time provision for the completion of work under the contract, which provision requires that all work be completed within One Hundred and Forty (140) consecutive calendar days of the issuance of the Notice to Proceed, excluding the period from December 1, through March 31 of the following year. If the Town so approves, the contractor may work on the project during this period with no charge being made against the contract time specified. Payment by the Contractor of three hundred dollars (\$300) for each calendar day thereafter constitutes the liquidated damages hereby agreed to. The Town may, at its discretion and in writing, extend the time for completion of the work.
- O. References made to "the Engineer" in these contract documents refer to Mr. Steve Savarese P.E.L.S., Town Engineer, 5866 Main Street, Trumbull, Ct. 06611, (203) 452-5045. Inquiries of a technical nature shall be directed to Mr. Savarese. All other general inquiries regarding this RFQ must be in writing and addressed to: Mr. Robert J. Chimini, Purchasing Agent (203.452.5042) at the Purchasing Department, 5866 Main Street, Trumbull, CT 06611 or [rchimini@trumbull-ct.org](mailto:rchimini@trumbull-ct.org).
- P. In addition to its obligation to the services required in this request, the selected firm, its agents and assigns shall indemnify and hold harmless the Town of Trumbull, but not limited to, its elected officials, its officers and agents from any and all claims made against the Town, including, but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the selected firm during the performance of this Agreement or any other Agreement of the firm entered into reason thereof. The Town agrees to give the firm prompt notice of any such claim.

**Q. INSURANCE**

The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

<b>Commercial General Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
Bodily Injury Liability	\$2,000,000	\$5,000,000
Property Damage Liability	\$1,000,000	\$5,000,000
Personal Injury Liability	\$2,000,000	\$5,000,000
<b>Comprehensive Auto Liability</b>	<b>Each Occurrence</b>	<b>Aggregate</b>
Including coverage of owned, non owned & rented vehicles	\$2,000,000	\$5,000,000

The insurance policy must contain the additional provision wherein the company agrees that fifteen (15) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful bidder (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful bidder (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

T. No purchase shall be made from nor shall services (other than services as an official, agent, or employee of the Town) be secured from any officer or employee of the Town, or from any partnership or corporation in which such officer or employee is a partner or officer, or holds a substantial interest, unless such relationship and the fact that such purchase is contemplated shall be made known in writing to the agency making such purchase, and notice thereof posted, for at least five (5) days before such purchase be made, in the office of the agency making such purchase and in a public place in the Trumbull Town Hall.

U. Selected bidder agrees to warranty all work completed for this requirement.

V. The Town may make such investigations as necessary and it deems appropriate to determine the qualifications of the bidder to perform the work required. Each bidder shall submit a Statement of Bidder Qualifications. If the Town is not satisfied that the bidder is properly qualified, the Town reserves the right to reject the bid of said bidder.

W. All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in bid prices. A Town Tax Exemption Certificate shall be furnished upon request.

X. LOWEST RESPONSIBLE BIDDER

a) The Town shall determine the "lowest responsible qualified bidder" on the basis of the Bidder submitting the lowest "Total Bid", responsiveness of his Technical Proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that it shall perform the work in accordance with the specifications.

b) Bids will be compared on the basis of the "Total Bid" of the items listed in the Bid and on basis of the Bidder's experience and competence.

c) If the Lowest Total Bid exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work. After determining the "lowest responsible qualified bidder", the Town will issue a Notice of Award to the successful Bidder.

d) The Bidder designated by the Town as the "lowest responsible qualified bidder" to whom the contract is awarded shall execute the Contract and submit the following documents:

1. Performance Bond
2. Labor, Payment and Materials Bond
3. Copy of valid license issued by the State of Connecticut, Department of Consumer Protection.

In the event that the lowest responsible qualified bidder fails to execute the Contract and/or fails to provide the required documents within the time period prescribed, the Town, at its option, may consider the lowest responsible qualified bidder to be in default, in which case the Bid Guarantee shall become the property of the Town.

Y. MISCELLANEOUS

a) All Contractors must develop a complete and thorough schedule which demonstrates that the Contractor will be able to complete the project in a timely fashion.

c) It is the sole responsibility of the bidder to verify any addendums that may have been issued relating to this request prior to final submission of a proposal. Any notice of addendum shall be published on the Town website - Purchasing Department "Bid Notices". Failure to submit a proposal that does not address changes or addendums may result in disqualification of a bid.

**PUBLIC WORKS CONTRACTS-REJECTION OF BIDS**

Substitute Senate Bill No. 1021

Public Act No. 87-254

AN ACT CONCERNING THE REJECTION OF BIDS ON PUBLIC WORKS CONTRACTS.

Be it enacted by the Senate and House of Representative in General Assembly convened: Section 4-137d of the general statutes is repealed and the following is substituted in lieu thereof:

In inviting bids, the awarding authority shall reserve the right to reject any or all such general bids, if [it is determined] (1) THE AWARDING AUTHORITY DETERMINES that the general bidder or bidders involved are not competent to perform the work as specified, based on objective criteria established for making such determinations, including past performance and financial responsibility, [or if] (2) THE LOW BID price exceeds the amount of money available for the project, [or if it is determined by] (3) THE AWARDING AUTHORITY DETERMINES that the project shall not go forward or (4) THE AWARDING AUTHORITY FINDS cause to reject such bids. If the awarding authority rejects any such or all bids pursuant to this section, it shall notify each affected bidder, in writing, of the reasons for such rejection. A conditional or qualified Bid will not be accepted. Award will be made as a whole to one Bidder.

**PRICES**

- a. Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover the entire expenses incidental to the completion of the work in full conformity with the contract, specifications and drawings. The price or prices proposed shall be stated both in writing and in figures, and any bid not so stated may be rejected.
- b. In the event that there is a discrepancy between the unit prices and the expected totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

**ITEMS NOT LISTED IN THE BID**

The lump sum and unit price items listed in the bid are intended to cover all items of work to be done and materials of work to be furnished to fully complete the work in accordance with the Contract Documents. Appurtenant items of work specified and required to complete the work, but not listed separately under list of items in the bid, shall be provided and included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete data.

**UNCERTAINTY OF QUANTITIES**

- a. The quantities listed in the Bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the contract. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those given in the bid as may be necessary in the judgment of the Owner to complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.
- b. Under the Contract, the Owner reserves the right to increase or decrease the approximate quantities for or to omit entirely any of the items as listed in the bid.
- c. Only such quantities or the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the unit bid prices.

**NONDISCRIMINATION IN EMPLOYMENT**

- a. Contracts for work under this bid (proposal) will obligate the contractors and subcontractors not to discriminate in employment practices.
- b. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 3, or any preceding similar Executive Order.
- c. 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, and further agrees to provide the Commission on Human Right and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of Public Act 78-248.
- d. This contract is subject to the provision of Executive Order No 3 of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance

with said Executive order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive order and agree that the State Labor Commissioner shall have continuing jurisdiction with respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

- e. The contractor and subcontractor(s), agree, as part consideration hereof, that this contract, subject to the Guidelines and Rules issued by the State Labor Commissioner
- f. implementing practices or policies, will file all reports as required, and will fully co-operate with the State of Connecticut and the State Labor Commissioner.
- g. The Governor's Executive Order No. 3 and the Guidelines and Rules implementing the Governor's Executive Order No. 3 <http://www.ct.gov/governorrell/cwp/view.asp>

#### **SERVICE OF PROCESS**

- a. The successful bidder, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not the residents, hereby appoints the Secretary of the State of Connecticut, and his successors in office as agent for services of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this contract and six (6) years thereafter.
- b. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- c. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.
- d. The low Bidder must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

#### **SPECIAL NOTICE**

Attention is particularly called to those parts of the Contract Documents, which deal with the following:

- (1) Material Storage
- (2) Insurance requirements
- (3) Existing Conditions
- (4) Interpretation of Bid Documents

## UTILITIES AND AUTHORITIES

The bidders are hereby referred to the following utility companies and other agencies for information regarding existing structures and other facilities, which they own or control and which may be encountered within or adjacent to the limits of the work.

### Water Mains

Aquarion Water Co. of Conn.  
200 Monroe Turnpike  
Monroe, Connecticut 06468  
800-732-9678

### Electric

United Illuminating Company  
157 Church Street  
New Haven, Connecticut 06510  
800-722-5584

### Pole and Duct Lines

SBC SNET  
Church Street  
New Haven, Connecticut 06510  
203-771-5200

### Charter Communications

9 Corporate Drive  
Newtown, Connecticut 06470  
203-270-9431

### Police

Chief of Police  
158 Edison Road  
Trumbull, Connecticut 06611  
203-261-3665

### State Highways

Department of Transportation  
2800 Berlin Turnpike  
Newington, Connecticut 06131  
860-594-2000

### Department of Transportation

Bureau of Highways  
District No. 3  
140 Pond Lily Avenue  
New Haven, Connecticut 06515  
203-389-3100

### Gas Mains

Southern Connecticut Gas Co.  
880 Broad Street  
Bridgeport, Connecticut  
203-795-7783

### Tennessee Gas Transmission Co.

965 Bridgeport Avenue  
Shelton, Connecticut  
203-929-6378

### "CALL BEFORE YOU DIG"

1-800-922-4455

**BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of Connecticut, doing business as to the Department of Public Works, Town of Trumbull, Connecticut (hereinafter called the "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to install concrete pavers and curbs, remove existing asphalt and concrete sidewalks and curbs on White Plains Road and Daniels Farm Road of the town center, in the Town of Trumbull, Connecticut together with all related incidental and appurtenant work as described in the specifications or outlined and/or shown on the exhibits. The work is to be done in strict accordance with the Specifications and all Contract Documents, within the time set forth therein, and at the prices stated on the Bid Schedule.

By submission of this Bid, each Bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the "Notice to Proceed", and to fully complete the Project within One Hundred and Forty (140) consecutive calendar days thereafter.

Bidder further agrees to pay as liquidated damages, the sum of (\$300.00) three hundred dollars for each consecutive calendar day thereafter till completion of the full contract as provided in the General Conditions. Bidder further agrees that he will provide and sustain the required Bonds and Insurance Policies as required.

Bidder acknowledges receipt of the following Addendum:

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Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder shall execute the formal contract attached within five (5) days and deliver a Surety Bond or Bonds as required in the General Conditions. The Bid Security attached in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

**BID PROPOSAL (continued)**

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this bid (proposal) is based on his investigations and findings, and the Town of Trumbull and the Engineers and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates, borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Trumbull or the Engineers or their officers, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions; nor has any representation or warranty been so made that the estimated quantities to be used for comparison of bids will even approximate the actual quantities or materials and work which the Contractor may be required to furnish or perform.

Respectfully submitted,  
\_\_\_\_\_ (Name of Entity)

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(SEAL-if bid is by a corporation)

Note: Insert Bidder's name. If a corporation, give the State of Incorporation using the phrase, "A corporation organized under the laws of \_\_\_\_\_, composed of officers as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

If a partnership, give names of partners, using also the phrase, "co-partners trading and doing business under the firm name and style of \_\_\_\_\_, composed of partners as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID PROPOSAL (continued)**

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sum:

**BID SCHEDULE**

<u>ITEM</u>	<u>QTY.</u>	<u>ITEM/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
0219011	50 L.F.	Sedimentation Control System		
			L.F.	
0811011	1100 L.F.	Concrete Curbing: Class C Concrete		
			L.F.	
0921009A	5200 S.F.	Concrete Sidewalk Paver: Sand/Aggregate Bedding		
			S.F.	
0970006A	40 Hrs.	Traffic person		
			Lump Sum	
1204122A	1	Project Sign		
			Lump Sum	

**BID PROPOSAL (continued)**

**THE BIDDER SHALL STATE THE NAMES OF ALL OF ALL PROPOSED SUBCONTRACTORS.**

**PROPOSED SUBCONTRACTORS**

If none, write "None" \_\_\_\_\_.

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\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

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\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

---

---

\*Description of Work \_\_\_\_\_  
Proposed Subcontractor Name \_\_\_\_\_  
Address \_\_\_\_\_

\*Insert description of work and subcontractors' names as may be required.

This is to certify that the names of the above mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

**Bidder** \_\_\_\_\_  
(Fill in Name)

**By** \_\_\_\_\_  
(Signature and Title)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ certify that I am the  
\_\_\_\_\_, Secretary of the Corporation named as Principal  
on the within bond, that \_\_\_\_\_ who signed the said bond  
on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know  
his signature, and his signature therefore is genuine; and that said bond was duly signed, sealed, and attested  
for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_(Corporate Seal)

\_\_\_\_\_(Title)

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS** that we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_ a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the installation and removal of sidewalks and curbs, including grading, and maintenance and protection of traffic, on White Plains Road Streetscape Project in Trumbull, Connecticut.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their proper officers the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) s.s.  
County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn deposes and says that:

(1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid:

(2) He/she is fully informed, respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder; or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Trumbull and/or Trumbull Public Works Department (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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

(Title) \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

(Title)

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

**IMPORTANT: BIDDER MUST FILL IN THIS FORM**

**CERTIFICATE OF SURETY**

The undersigned hereby certify that they are the only authorized agents of \_\_\_\_\_ duly authorized to do business in the State of Connecticut, and agree to furnish to \_\_\_\_\_ a Performance Bond and Labor Material Bond for the faithful performance of any and all provisions contained in the Specifications and Contract. The maximum amount that will be surety for each bond is \$ \_\_\_\_\_.

\_\_\_\_\_  
Surety Company or Agent

Attest: \_\_\_\_\_  
Secretary

The terms of the Surety Company for furnishing the bond are hereby accepted.

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

By \_\_\_\_\_

\_\_\_\_\_  
Title

## STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires (attached to this section).

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in work similar to this project.
13. List the background and experience of the principal members of your organization, including officers.
14. List the work to be performed by Subcontractors and summarize the dollar value of each Subcontract.
15. Credit available: \$\_\_\_\_\_
16. Give Bank reference: \_\_\_\_\_
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?





**STATE OF CONNECTICUT**  
**DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

CONTRACT COMPLIANCE DATA FORM

(IF your organization files a Federal EEO-1 or EEO-4 form, substitute it for this form.)

1. PRIME CONTRACTOR (Name) \_\_\_\_\_ PRINCIPAL OFFICER (Name) \_\_\_\_\_ (Title) \_\_\_\_\_

ADDRESS (Street) \_\_\_\_\_ (TOWN) \_\_\_\_\_ (ZIP) \_\_\_\_\_

Use figures for pay period ending nearest 15th of previous month.

JOB Categories	OVERALL Totals Male/Female	A.	B.	C.	D.
		WHITE (Non-Hispanic) Male/Female	BLACK (Non-Hispanic) Male/Female	HISPANIC Male/Female	OTHER Male/Female
Officials & Managers					
Professionals					
Technicians					
Sales Workers					
Office & Clerical					
Craft Workers (skilled)					
Operatives (semi-skilled)					
Laborers (unskilled)					
Service-Workers					
TOTALS ABOVE					
TOTALS ONE YEAR AGO					
APPRENTICES					

Is the composition of your work force at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market areas? Yes[ ] No[ ]

Does the contractor promise to set aside a portion of the contract for legitimate minority business enterprises? Yes[ ] No[ ]

CONTRACTOR'S AUTHORIZED SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between the Town of Trumbull, Connecticut, hereinafter called "Owner" and \_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

- 1- The Contractor shall commence and complete the installation of new sidewalks and curbs with some removal of existing sidewalks and curbs on White Plains Road and Daniels Farm Road in the center of the Town of Trumbull, Connecticut. The work to be done includes the removal of existing curbs and sidewalks and installation of concrete pavers and Curbing, together with all related incidental and appurtenant work as described in the specifications or outlined and shown in any Exhibits.
- 2- The Contractor shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein. The Contractor agrees to abide by all provisions, requirements, standards and specifications included in the Contract Documents whether actual or by reference.
- 3- The Contractor agrees to perform all of the work described in the contract Documents for the sum arrived at by multiplying the Unit Prices of the respective items in the Bid Schedule by the total quantities of the items completed and accepted, subject to additions and deductions as provided in the General Conditions.

4- The term "Contract Documents" means and includes the following:

- |                        |                         |
|------------------------|-------------------------|
| Advertisement for Bids | Information for Bidders |
| Bid Schedule           | Agreement               |
| General Conditions     | Supplemental Conditions |
| Special Provisions     | Exhibits                |
| Addenda                |                         |

No. \_\_\_\_\_ Dated \_\_\_\_\_ 20 \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_ 20 \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_ 20 \_\_\_\_\_

5- The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6- This Agreement shall be binding upon all parties hereto and their respective heirs, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their authorized officials, this Agreement in \_\_\_\_\_, each of which shall be deemed an original on the date first above written.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please type or print)

Name \_\_\_\_\_  
(Please type or print)

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)  
ATTEST:

Name \_\_\_\_\_  
Please Type or Print

Title \_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars, \$ (\_\_\_\_\_).

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract by the Owner, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT BOND (continued)**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms or the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(number)  
counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

BY \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address) Surety

\_\_\_\_\_  
BY \_\_\_\_\_ Attorney-in-Fact

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety (Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars, \$ (\_\_\_\_\_).

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_

**PERFORMANCE BOND (continued)**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then his obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms or the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

BY \_\_\_\_\_

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

BY \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: \_\_\_\_\_

- The Owner has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.
- You are hereby notified that your Bid has been accepted.
- You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of receipt of this Notice to you.
- If you fail to execute said Agreement and to furnish said bonds within ten days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.
- You are required to return an acknowledge copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above ***NOTICE OF AWARD*** is hereby acknowledged

by \_\_\_\_\_ this the

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the Work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner  
By \_\_\_\_\_  
Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above *NOTICE TO PROCEED* is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_  
Title \_\_\_\_\_

## CHANGE ORDER

Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Name of Project: \_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Item: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Change to Contract Price:

Original Contract Price: \$ \_\_\_\_\_

Current Contract Price adjusted by Previous Change Order: \$ \_\_\_\_\_

The Contract Price due to this Change Order will be

*(increased) (decreased)* by: \$ \_\_\_\_\_

The Contract Price including this Change Order will be \$ \_\_\_\_\_

CONTRACTOR'S MINORITY BUSINESS ENTERPRISES  
UTILIZATION FORM

NAME AND ADDRESS OF AWARDING AGENCY:	NAME AND ADDRESS OF CONTRACTOR:
--------------------------------------	---------------------------------

PROJECT NO.	
DATE AWARDED	
DATE BID OPENED	

**NOTICE TO CONTRACTORS:** Under Section 4-114a-5 of the Contract Compliance Regulations, contractors are required to make GOOD FAITH EFFORTS to employ Minority Business Enterprises (MBEs) as subcontractors and suppliers of materials on all projects subject to compliance requirements. The contract, which is referenced above, is subject to contract compliance requirements.

**INSTRUCTIONS:** List the name and addresses of all MBEs you have selected as subcontractors and suppliers of materials for this project. If the MBEs selected as subcontractors and suppliers of materials meet the criteria for MBEs set out in Section 4-114a of the Connecticut General Statutes, contractors **MUST COMPLETE** the attached affidavit. If such businesses are not currently registered with the Department of Administrative Services and if the contractor wishes the Commission on Human Rights and Opportunities (CHRO) to consider favorably the selection of an unregistered MBE in the evaluation of the contractor's good faith efforts, contractors **MUST** complete the attached affidavit. In either case, the affidavit must be filled out in triplicate, with the original sent to the CHRO, Contract Compliance Unit, 90 Washington Street, Hartford, CT 06106; one copy sent to the Awarding Agency; one copy retained by contractor. If the Contractor does not wish the CHRO to consider selection of an unregistered MBE in its evaluation of the contractor's good faith efforts, no affidavit need be made.

(Attach additional pages if necessary using same headings)

NAME AND ADDRESS OF MBE SUBCONTRACTOR (S) OR SUPPLIER(S) OF MATERIALS:	Check here if MBE(s) qualify under Section 4-114a of the C.G.S.	Check here if MBE is unregistered but wants to be considered for good faith efforts.

\_\_\_\_\_ This form developed pursuant to Section 4-114a-5 of the Contract Compliance Regulations.

**AFFIDAVIT**

I, \_\_\_\_\_, acting on behalf of \_\_\_\_\_,  
(Name of person signing certification) (Contractor)

of which I am the \_\_\_\_\_, certify and affirm:  
(Title)

     Check if provision applicable:

THAT the following Minority Business subcontractors and/or suppliers of materials that  
\_\_\_\_\_ has hired for Contract No. \_\_\_\_\_  
(Contractor)

with \_\_\_\_\_, meet the criteria for Minority Business  
(Awarding Agency)

Enterprises that qualify under current statutory requirements.

List of names of registered MBEs:

\_\_\_\_\_  
\_\_\_\_\_

     Check if provision applicable:

THAT \_\_\_\_\_ has hired the following Minority Business subcontractors or  
(Contractor)

suppliers of materials for Contract No. \_\_\_\_\_ with \_\_\_\_\_,  
(Awarding Agency)

that are not registered with the Department of Administrative Services, but which should be considered by the Connecticut Commission on Human Rights and Opportunities when evaluating the \_\_\_\_\_ good faith efforts:  
(Contractor)

List of names of unregistered MBEs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

I further certify and affirm that I have read and understand the contract compliance requirements codified at Section 4a-60 and Section 46a-71(d) of the Connecticut General Statutes.

I further certify and affirm that I have read and understand the Contract Compliance Regulations codified at Section 4a-60-1 and the following Regulations of Connecticut State Agencies.

I understand that false statements made herein are punishable at law.

\_\_\_\_\_  
(Name of Corporation or Firm)

\_\_\_\_\_  
(Signature and Title of Official Making The Affidavit)

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

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission Expires \_\_\_\_\_

## GENERAL CONDITIONS

## **GENERAL CONDITIONS**

1. **DEFINITIONS:**

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Exhibits and Specifications by additions, deletion, clarifications or corrections.

BID – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER – Any person, firm or corporation submitting a Bid for the Work.

BONDS – Bid, Performance, Payment Bonds, and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE 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.

CONTRACT DOCUMENTS – The Contract, including the Advertisement For Bids, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Exhibits, Specifications, and Addenda.

CONTRACT PRICE – The total monies payable to the Contractor under the terms and conditions of the Contract documents.

CONTRACT TIME – The number of calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR – The person, firm or corporation with whom the Owner has executed the Agreement.

DRAWINGS – The part of the Contract Documents, which show the characteristics, and scope of the Work to be performed and which have been approved by the Engineer.

ENGINEER – The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER – A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner or its duly authorized representative to the Contractor during construction.

NOTICE OF AWARD – The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

OWNER – A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT – The undertaking to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the Owner who is assigned to the Project site or any part thereof.

SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier of Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIFICATIONS – A part of the Contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

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.

CONTRACT COMPLETION -- That date as certified by the engineer when the construction of the Project or a specified part thereof is completed, in accordance with the Contract documents, so that the Project or specified part can be utilized for the purpose for which it is intended.

SPECIAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract documents, or such requirements that may be imposed by applicable state laws.

SUPPLIER – Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WORK – All labor necessary to produce the construction required by the Contract documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.

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. SCHEDULES, REPORTS AND RECORDS:

The Contractor shall submit to the Owner, such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work, estimated date of completion of each part and, as applicable:

- a) The dates at which special detail drawings will be required; and
- b) Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

4. PLANS AND SPECIFICATIONS:

The intent of the Plans, Sections and Specifications is to guide the Contractor. 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.

In case of conflict between the Plans, Sections and Specifications, the Specifications shall govern. Figure dimensions on Sections shall govern over scale dimensions, and detailed Drawing shall govern over general Drawings.

Any discrepancies found between the Drawings and Specifications and site condition or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the contractor's risk.

5. SHOP DRAWINGS:

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Contractor shall submit the Shop Drawings sufficiently in advance of requirements to enable the Engineer ample time for reviewing and time for correction, resubmission and rechecking. The Engineer's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. A Change Order shall evidence any Shop Drawing requiring a substantial deviation from the requirements of the Contract Documents. The minimum size for any submission shall be 8 ½" X 11" and the maximum size shall be 24" x 36".

When submitted for the Engineer's review, 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.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Engineer has approved the Shop Drawing or submission. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the Site and shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES:

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 within the specified time.

Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the Work shall be new and the best grade of the respective kinds for the purpose. Materials specified by reference to the number or symbol of a specified 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 thereto in effect on the date of Invitation for Bids. The standards referred to, except as modified in the Technical Specification, shall have full force and effect as though printed therein.

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.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the Manufacturer.

Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

The Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller shall not purchase materials, supplies or equipment used in the construction of the Project.

7. INSPECTION AND TESTING:

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, as required and defined in the Contract Documents.

The Owner shall provide all inspections and testing services not required by the Contract Documents.

The Contractor shall provide, at his expense, the testing and inspection services required by the Contract Documents.

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 Engineer timely notice or readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

Inspections, tests or approvals by the Engineer or others, shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times, have access to the Work. In addition, authorized representatives and agents of any participating Federal or State 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.

If any Work is covered (i.e. buried with soil) contrary to the written instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and/or replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portions 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.

8. SUBSTITUTIONS:

Whenever a material, article or piece of equipment is identified on the Exhibits or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced 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 Contractor 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 Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and a Change Order shall appropriately modify the Contract Documents. The Contractor warrants that if substitutes are approved, no major 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.

9. PATENTS:

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, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner and Engineer.

10. SURVEYS, PERMITS, REGULATIONS:

The Contractor shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work, together with a suitable number of benchmarks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as profiles, slope stakes, line, elevations, cut sheets and any other working points.

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 and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the performance of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. 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 specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS:

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 all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer, or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR:

The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques,

sequences and procedures of construction. The Contractor will employ and maintain on the Work, a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

13. CHANGES IN THE WORK:

The Owner may, at any time as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, Change Order shall authorize an equitable adjustment. The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

14. NEGOTIATION OF CONTRACT AMENDMENTS (CHANGE ORDERS):

(a) Owners are responsible for negotiation of construction Contract Change Orders. This function may be performed by the Owner directly or, if authorized, by his Engineer. During negotiations with the Contractor, the Owner shall:

- (1) Make certain that the Contractor has a clear understanding of the scope and extent of Work and other essential requirements;
- (2) Assure that the Contractor demonstrates that he will make available or will obtain the necessary personnel, equipment and materials to accomplish the Work within the required time; and
- (3) Assure a fair and reasonable price for the required Work.

(b) Changes in Contract Price or Time

Only a Change Order may change the Contract Price or Time. When negotiations are required, they shall be conducted in accordance with paragraph (c) or (d) of this section, as appropriate. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by the method set forth in paragraphs (b) (1) through (b) (3) of this section, which is most advantageous to the Owner.

(1) Unit Prices

(i) Original Bid Items. Unit Prices previously approved are acceptable for pricing changes of Original Bid Items. However, when changes in quantities exceed 25 percent of the Original Bid quantity and the total dollar change of that bid item is significant; the Owner shall review the Unit Price to determine if a new Unit Price should be negotiated.

(ii) New Items. Unit Prices of New Items shall be negotiated.

(2) A lump sum to be negotiated.

(3) Cost Reimbursement – The actual cost for labor, direct overhead, Work, plus an amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

(c) For each Change Order not in excess of \$100,000, the Contractor shall submit sufficient cost and pricing data to the Owner to enable the Owner to determine the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

(d) For each Change Order in excess of \$100,000, the Contractor shall submit to the Owner for review, sufficient cost and pricing data as described in paragraphs (d) (1) through (d) (6) of this section to enable the Owner to ascertain the necessity and reasonableness of costs and amounts proposed and the allowability and eligibility of costs proposed.

- (1) As a minimum, proposed Change Order costs shall be presented on EPA Form 5700-41 on which the Contractor shall certify that proposed costs reflect complete current, and accurate cost and pricing data applicable to the date of the Change Order.
- (2) In addition to the specific elements of cost, the estimated amount of profit shall be set forth separately in the cost summary for Fix Price Change Orders and a specific total dollar amount of profit will be set forth separately in the cost summary for Cost Reimbursement Change Orders.
- (3) The Owner may require more detailed cost data than the form requires in order to substantiate the proposed Change Order costs. The Owner may require more detailed documentation when the Contractor is unable to certify that proposed Change Order cost data are complete, current, and

accurate. Furthermore, the Owner may, on a selected basis, perform a detailed cost analysis on any Change Order.

- (4) Appropriate consideration should be given to general cost principles which must be used for the determination and allowability of costs. The Contractor's actual costs, direct and indirect, shall be determined in accordance with the terms and conditions of the Contract. Examples of costs, which are not allowable under those cost principles, include, but are not limited to, entertainment, interest on borrowed capital and bad debts.
- (5) For costs under Cost Reimbursement Change Orders, the Contractor shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable Change Orders. Allowable Change Order costs shall be determined in accordance with paragraph (d) (4) of this Section. The Contractor must propose and account for such costs in a manner consistent with his normal accounting procedures.
- (6) Change Orders awarded on the basis of review of a cost element summary and a certification of complete, current, and accurate cost and pricing data shall be subject to downward re-negotiation or recoupment of funds where subsequent audit substantiates that such certification was not based on complete, current and accurate cost and pricing data and on costs allowable at the time of Change Order execution.

(e) Profit

The objective of negotiations shall be the exercise of sound business judgment and good administrative practice including the determination of a fair and reasonable profit based on the Contractor's assumption of risk and input to total performance and not merely the application of a predetermined percentage factor. For the purpose of negotiated Change Orders to construction contracts, profit is defined as the net proceeds obtained by deducting all allowable costs (direct and indirect) from the price. The Owner should review the estimate or profit as he reviews all other elements of price.

(f) Related work shall not be split into two amendments or Change Orders merely to keep it under \$100,000 and thereby avoid the requirements of paragraph (d) of this Section. For Change Orders which include both additive and deductive items:

- (1) If any single item (additive or deductive) exceeds \$100,000, the requirements of paragraph (d) of this Section shall be applicable.
- (2) If no single additive or deductive item has a value of \$100,000, but the total price of the Change Order is over \$100,000, the requirements of paragraph (d) of this Section shall be applicable.
- (3) If the total of additive items of work in the Change Order exceeds \$100,000, or the total of deductive items of work in the Change Order exceeds \$100,000, and the net price of the Change Order is less than \$100,000, the requirements of paragraph (d) of this Section shall apply.

15. TIME FOR COMPLETION, AND LIQUIDATED DAMAGES:

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner, the amount for liquidated damages as specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damaged or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

(a) To any preference, priority or allocation ordered duly issued by the Owner.

(b) To unforeseeable causes beyond the control and without the 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 abnormal and unforeseeable weather; and

(c) To any delays of Subcontractors induced by any of the causes specified in this article.

16. CORRECTION OF WORK:

Upon receipt of Written Notice from the Engineer, the Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

17. CHANGED CONDITIONS:

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notice the Owner by Written Notice of:

- (a) Latent physical conditions at the site differing materially from those indicated in the Contract Documents or
- (b) Of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

18. SUSPENSION OF WORK, TERMINATION AND DELAY:

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 or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension.

If the Contractor is adjudged 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 recognize under the bankruptcy or applicable laws, or if he frequently fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations

or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, 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 a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed any expense sustained plus reasonable profit.

If through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within the time specified in the Special Conditions, then the Contractor

may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner and the Engineer, payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

19. PAYMENTS TO CONTRACTOR:

The Contractor shall submit to the Engineer when each progress payment falls due (but not more often than once a month), a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the basis of materials and equipment not incorporated in the Work but delivered and suitable stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will after receipt of each partial payment estimate, review the estimate and if necessary, return the partial payment estimate to the Contractor indicating corrections required. The Contractor will make the necessary corrections and resubmit the partial payment estimate. The Owner will, within the time specified in the Special General Conditions, pay the Contractor a progress payment on the basis of the partial payment estimate. The Owner shall retain five (5%) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

All work covered by partial payment made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.

Upon completion and acceptance of the Work, the Contractor shall submit to the Engineer, a final payment estimate filled out and signed by the contractor covering all the Work performed and supported by such data as the Engineer may reasonably require. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the contractor within the time specified in the Supplemental General Conditions.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may after having notified the Contractor, either pay unpaid bills or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the owner shall be considered as a payment made under the Contract documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be used and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor of his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE:

The Contractor shall carry or require that there be carried:

- (a) Workmen's compensation and Employer's Liability Insurance for all his employees and those of his Subcontractors engaged in the Work in accordance with the State or Territorial Workmen's Compensation Law.
- (b) Manufacturers and Contractors' Liability with Limits as specified in the Supplemental General Conditions.

1. Personal Injury - This shall protect the contractor and his Subcontractors and their heirs and assigns against all claims for injury to or death of one, or more than one person, because of accidents which may occur as a result from execution of the Work; such insurance shall cover the use of all equipment, owned, hired and non-owned, which may be used in the execution of the Work. This Personal Injury Liability Insurance will be carried from the date of beginning to completion and will be extended to include insurance for the completed operations.  
The completed operations portion of the Personal Injury Liability Insurance shall be extended for the entire period of the guaranty.
  2. Property Damage - This shall protect the contractor and his Subcontractors and their heirs and assigns from all claims for property damage that might arise from execution of the Work. Property Damage Liability shall be extended to include insurance for completed operations. The completed operations portion of the Property Damage Liability Insurance shall be extended for the entire period of the guaranty.
  3. Manufacturers' and Contractors' Liability shall not exclude liability for personal injury or damages to property as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations.
- (c) Automotive Liability Insurance for personal injury and property damage with the limits as specified in the Supplemental General Conditions to protect the Contractor and his Subcontractors and their heirs and assigns from all claims for any personal injury or property damage caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any vehicles during execution of the Work. This coverage shall include coverage for owned, hired and non-owned vehicles.
- (d) Owner's Protective Liability Insurance for and in the name of the Owner, the Local government, the Engineer and any others as may be specified in the Supplemental General Conditions to protect them and their heirs and assigns from all claims for personal injury and property damage arising from the Contractor's or his subcontractor's execution of the Work with like coverage and requirements for the Insurance as specified herein and with the limits as specified in the Supplemental General Conditions.
- The Contractors and his Insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Local Government or Owner.
- (e) Builders' Risk Insurance (Fire and Extended Coverage, including "Special Extended Coverage" – also known as All-Risk Builders' Risk Coverage) shall be carried if required in the Supplemental General Conditions on a 100% completed value basis of the insurable portions of the Project for and in the name of the Owner, the Local Government, and the Engineer unless otherwise specified.  
The Contractor and Subcontractors and other interest shall be named only under the Loss Payable Clause as their interests may appear. The Reporting Form type of Builders' Risk Insurance will **NOT** be acceptable. The maximum acceptable deductible shall be \$1,000.
- (f) Job Office Insurance, when required in the Supplemental General Conditions to provide job offices for the use of the Owner and Engineer, shall be carried for and in the name of the Owner and Engineer, or accept full responsibility (in writing) for loss or damage to the contents to cover office records, supplies, instruments, equipment and personal property of the Owner and Engineers using the field office. If insured, the limit shall be as specified in the Supplemental General Conditions.
- (g) Other Insurance shall be carried as required in the Supplemental General Conditions.
- (h) The Contractor shall have the following Endorsements included:

1. Each Contractor's policy shall include a Contractual 'HOLD HARMLESS" endorsement and coverage as follows:

"The Contractor (and his Subcontractors) shall, during the execution of the Work, take necessary precautions, and place proper guards for the prevention of accidents; shall keep up all night suitable

and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; and, shall indemnify and save harmless the Owner, the Local Government, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may be put by reason of death or injury to all persons and/or for all property damages of another resulting from non-compliance, unskillful ness, willfulness, negligence or carelessness in the execution of the Work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the Work, or by or on account of any direct or indirect act or omission of the Contractor (or his Subcontractors) or his employees or agents and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Local Government, Owner or Engineer may have directly or indirectly caused or contributed thereto”.

2. Manufacturers’ and Contractors’ Liability shall further include an endorsement stating:

“This policy shall cover owned, hired and non-owned equipment”.

“Coverage for completed operations both personal injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturers’ and Contractors’ Liability coverage includes liability for personal injury or damages as a result of collapse or buildings or structures, and damage to underground installations”.

3. Automotive Liability Insurance shall include an endorsement as follows:

“This policy shall cover owned, hired and non-owned vehicles”.

4. Owner’s Protective Liability shall include an endorsement as follows:

“The Contractor and the Insurance Company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claims or the defense of any suit, action of claim brought against the Owner or Local Government”.

5. All Policies shall include: (a) endorsement of the Work description, contract name, number and location, (b) an endorsement that the Insurance Company will give at least thirty (30) days Written Notice to the Owner and Engineer prior to any modification or cancellation of any such policy, (c) and endorsement that the Contractor will be responsible for the payment of all premiums and/or charges.

- (i) Proof of Insurance - Before commencing any Work under the Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Owners, Engineer and any others as may be specified in the Supplemental General Conditions, evidencing that all insurance as required herein is in force. Title, policy number, effective date, expiration date, coverages and limits of liability shall identify the policies. Required or verbatim quotes of endorsements as required above or by the Supplemental General Conditions any non-standard exclusion endorsement for any required policies shall be attached to or be a part of Certificate/Certificates of Insurance.

The Contractor must either include coverage for his Subcontractors in his policy or submit similar Certificates of Insurance from each of his Subcontractors before their Work commences.

Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular subcontract work.

During the course of execution of the Work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Owner shall order the cessation of all construction activities until such time as the insurance requirements are complied with.

The Contractor shall have no claim or claims whatever against the Owner, the Engineer or other parties due to any delays caused thereby, nor shall it extend the Contract Time.

- (j) Approval/Disapproval of Insurance - Upon receipt of the Certificate/Certificates of Insurance or binders, the Owner will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with

financially responsible insurance companies, licensed in the State and approved by the Owner. Unless otherwise specified, all policies shall be kept in force until the Owner accepts the Work. Insurance policies (covering all operations under this Contract or, if so noted for extended operations) which expire before the Work is accepted by the Owner (or where noted for extended operations, through the period of guaranty) shall be renewed and evidence of the same shall be submitted the Owner for approval.

22. CONTRACT SECURITY:

The Contractor shall within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertaking, covenants, terms, conditions and agreements of the Contract Documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. The Contractor shall execute such Bonds and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the contractor. If at any time a surety on any such bond is declared a bankrupt, or loses its right to do business in the state in which the work is to be performed, or is removed from the list of Surety Companies accepted on Federal Bonds, or for any other justifiable cause, the contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on such Bond. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

23. ASSIGNMENTS:

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

24. INDEMNIFICATION:

The Contractor will indemnify and hold harmless, the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by a negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, 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 shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the Contractor under this Section shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Contract Drawings, opinions, reports surveys, Change Orders, designs or Specifications.

25. SEPARATE CONTRACTS:

The Owner reserves the right to let other contracts or perform Work by himself in connection with this Project. The Contractor shall afford the Owner and 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 others, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

26. SUBCONTRACTING:

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal practices, are performed, by specialty Subcontractors.

The Contractor shall not award Work to any Subcontractor in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.

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. The Contractor shall clause 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 or Subcontractors and to give the Contractor the same power as regards terminating any Subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

27. ENGINEER'S AUTHORITY:

The Engineer 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 the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the Site and determine if the Work is proceeding in accordance with the Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of material, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

28. GUARANTY:

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

29. TAXES:

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

30. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

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, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

31. WAGE RATES:

The Contractor shall comply with the provisions of Section 31-53 of the General Statutes of the State of Connecticut, Revision of 1967. (See attached Prevailing Wage Requirements attached).

32. CONSTRUCTION SAFETY AND HEALTH STANDARDS:

It is a condition of this Contract, and shall be made a condition of each Subcontract entered into pursuant to this Contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518 – published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act; (83 Stat. 96).

33. 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 Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and 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 and governing health/sanitary regulations.

34. ACCESS TO WORK:

The Owner, agents and employees of the Owner may at all times, enter upon the work and areas occupied by the Contractor and the contractor shall provide safe and proper facilities and conditions for such entrance and for the inspection of the Work.

The Contractor, at all times, shall provide proper facilities for access and inspection by representatives of the United States Environmental Protection Agency and the State of Connecticut, Department of Environmental Protection, and Department of Transportation to all work under this Contract wherever it is in preparation or progress.

35. DISPUTE RESOLUTION:

All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment shall at the option of the Owner be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made after institution of legal proceedings based on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations. The Owner and the Contractor shall share the cost of all arbitration proceedings equally. The venue for said proceeding shall be in Trumbull or Bridgeport, Connecticut. The parties agree that the venue for any court proceedings shall be the Judicial District of Fairfield, Connecticut.

The Contractor will carry on the Work and maintain the progress schedule during any arbitration, or court proceedings, unless otherwise mutually agreed in writing.

36. WORKING HOURS:

Work under the Contract, other than maintenance work, shall not be prosecuted on Sundays or on Connecticut State holidays, except in time of emergency, and then only under written permit from the Owner, who shall be the judge as to the exigency of the emergency. If the Contractor wishes to prosecute any portion of the Work between the hours of 4:30 p.m. and 8 a.m. he shall first obtain permission from the Owner, notifying him each time in advance, giving him ample time in which to procure an engineer or inspector for the Work. No Work shall be done in those hours in the absence of the Engineer or inspector. In case of night work, the Contractor shall provide the lighting, safety and other facilities, which are deemed necessary by the Owner for performing such night work. For night work, work on Saturdays, Sundays or legal holidays, if any be performed, the contractor will receive no extra payment, but compensation shall be considered as having been included in the prices stipulated for the appropriate items of Work as listed in the Bid.

The Contractor shall pay for inspection services provided by the Owner/Engineer for Work the Contractor performs between 4:30 p.m. and 8:00 a.m. The payment shall be equal to the time-and-one-half hourly rate of pay for the individual, plus an additional thirty-five percent (35%) of said sum (per hour) to cover the individual's fringe benefits.

37. ACCESS TO ADJACENT PROPERTIES:

The Contractor shall at all times, maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the engineer.

38. USE OF ROADWAYS:

During the progress of the Work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and will deduce the cost of such work from any moneys due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the Work.

39. SNOW REMOVAL:

If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners, or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, owners or the City for any additional cost to them for doing such work occasioned by the conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

40. WEATHER CONDITIONS/WORK IN FREEZING WEATHER:

In the event of temporary suspension of Work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his Subcontractors, to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission is given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition, the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

41. INTOXICATING LIQUORS:

The Contractor shall neither permit nor suffer the introduction or use of intoxicating

liquors upon or about the Work specified in this Contract or upon any of the grounds occupied by him or by his employees.

42. BLASTING, EXPLOSIVES and SAW CUTTING::

No blasting or explosives will be allowed.

The Contractor will be responsible for the protection and maintenance of all existing utilities in the area.

Dust control shall be accomplished on all sawing operations. All sawing equipment shall have the necessary attachments to comply with this requirement.

43. ARCHEOLOGICAL FINDS:

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

- (a) Town Engineer and Director of Public Works
- (b) Local Historical Society in TOWN OF TRUMBULL
- (c) Connecticut Historical Commissioner
- (d) Owner and/or its duly authorized representative

44. OBSTRUCTIONS ENCOUNTERED:

The construction under this Contract, must take into account all information regarding conditions and features that exist at the Site of the Work, both at and below the surface of the ground. It is the responsibility of the Contractor to acquire such information in completeness. The Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information occurs. It is specifically called to the Contractor's attention that **all** services and laterals shall be his responsibility to locate and protect the same. Any information, which is shown on any drawings, is only for the convenience of the Contractor, who must verify this information to his own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of his obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the Work, and to make good all damages done to such existing utilities, structures and fixtures, as provided within the Specifications.

45. EXISTING UTILITIES, STRUCTURES AND FIXTURES:

The Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewer, water, gas or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, conduits and any and all utilities, structures or fixtures laid across or along the Site of the Work. The Engineer, as

well as the Company or the Corporation owning said utilities, structures or fixtures **must** be notified of the same by the Contractor before any such utilities, structures or fixtures are removed or relocated. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the moneys due or to become due the Contractor under the Contract.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, he shall satisfy the Engineer and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on Drawings, Specifications, or ordered by the Engineer.

46. CONTROL OF EXISTING FLOWS:

During the construction of all proposed Work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on his work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary sewage and natural flows.

In the event the Contractor uses water from natural water sources for his operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

47. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS:

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the Work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said Work shall be included in the unit or lump sum prices bid for the various items of the Work to be done under this Contract. The Contractor shall employ such feasible and practical methods in his operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from his disposal methods and any necessary measures (such as but not limited to cleanup) required in returning the system to pre-construction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

48. CONNECTING TO EXISTING WORK:

The Contractor shall remove such existing masonry, concrete, and asphalt as is necessary, in order to make the proper connections to the existing work at the locations determined in field. Also, he shall make the necessary transitions of sidewalk, curbing, roadway and other connections i.e. Catch Basins that may be required, in order for the completion of this Contract. Unless otherwise specified herein, no extra payment will be made for this Work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the Work to be done under this Contract.

49. EXISTING IMPROVEMENTS:

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the Specifications. It will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

The utility mains, ducts, poles and services in the construction area, where determined are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

The various utility companies **must be** made aware of the pending construction and will generally note the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except, if required or specified in the Contract. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his Work so that the least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

50. RESIDENTS PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES:

The Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

Section 2 (1). Each Contract for any such Project covered by this Section under the supervision of the State or any of its agents shall contain the following provision: "In the employment of mechanics, laborers, and workmen to perform the Work specified herein, preference shall be given to residents of the State who are, and continuously, for at least six months prior to the date hereof, have been residents of this State, and if such person is not available, then to residents of other States".

51. LISTING ALL EMPLOYMENT OPENINGS WITH THE OFFICE OF THE CONNECTICUT STATE EMPLOYMENT SERVICE:

This Contract is executed subject to the Governor's Executive Order No. 17, <http://www.ct.gov/governorrell/> and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all Contractors and Subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area where the Work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this Agreement by the State.

# **SUPPLEMENTAL CONDITIONS**

## SUPPLEMENTAL CONDITIONS

1. Scope of Work

The work to be done includes the installation of concrete pavers and concrete curbing on White Plains Road and Daniels Farm Road with some removal of existing sidewalks and curbs, in the Town of Trumbull Connecticut, together with all related incidental and appurtenant work as described in the specifications or outlined and shown on details.

2. Time for Completion

The Contractor shall commence work upon a written "Notice to Proceed" from the Owner and the Contractor shall fully complete this Contract including final restoration and cleanup within one hundred and forty (140) calendar days from the date of the written "Notice to Proceed" excluding the period from December 1, through March 31, of the following year. The contractor may work on the project during the period December 1, to March 31 with the written approval of the Engineer.

3. Schedule

Before starting the work and from time to time during its progress as the Town may request, the Contractor shall submit to the Town a written description of the methods he plans to use in doing the work and the various steps he intends to take.

Within two days after the date of starting work, the Contractor shall prepare and submit to the Town written schedule of the respective dates for the start and completion of various parts of work. The Contractor shall update the schedule on a bi-weekly basis and submit each schedule to the Town for review, approval and change where necessary, during the progress of work.

4. Liquidated Damages

The Contractor shall proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the Contractor and the Town that the contract time for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work. Time is of the essence for this contract, as the execution of work may inconvenience property owners, vehicular traffic, pedestrians, and adversely effect business in the area.

If the Contractor shall fail to complete the work within the contract times, or extension of time granted by the Town, then the Contractor and his sureties shall be liable for and shall pay to the Town for each and every calendar day that he shall be in default of completing any given assignment in the time stipulated above, the sum of (\$300.00) three hundred dollars. This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages which the owner will suffer by reason of such default.

The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

5. Payment of Wages

Attached is a copy of the minimum wage rate schedule issued by the State of Connecticut Labor Department. Said wage rate schedules shall, at all times, be available on the project site.

The Contractor is cautioned that wage rates are continually changing and he shall ensure himself that the enclosed schedules contained herein or otherwise posted are the latest issue, this being his responsibility.

6. Fair Employment Practice

The successful Contractor shall agree that neither he nor his Subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices".

7. Contract Drawings

The Contract Drawings for this project shall consist of a General Plan and Detailed Sections incorporated into the Specifications.

8. Safety

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor Office of Safety and Health Administration regulations and suggested practices.

If at any time, in the sole judgment of the Town, the work is not properly lighted, barricaded, or in any other respect safe in regard to public travel, persons on or about the work, or public or private property, the Town shall have the right to order such safeguards to be erected and such precautions to be taken as the Town deems advisable and the Contractor shall comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and safeguards into proper and approved conditions, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Town may put the work into such a condition that it shall be, in all respects safe. The contractor shall pay all costs and expenses incurred by the Town in so doing. Such action of the Town or failure to take such action, shall in no way relieve or diminish

the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgment, award or damages resulting from, by reason of or in connection with any failure to take safety precautions or failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules and Regulations.

9. Lines, Grades and Measurements

All lines, grades, measurements, and staking required for construction shall be established by the Contractor and he shall retain or employ a Land Surveyor who is registered with the State of Connecticut, who shall be present whenever layout work is required. Proof of current registration will be required.

The controlling lines and grades shall be shown as existing on the Drawings. Additional batter boards, lines, grades and forms shall be furnished and set by the Contractor. If through willfulness or carelessness the Contractor removes, or permits to be removed, any referenced marks establishing said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting of said work and be responsible therefore for the accurate construction of the entire work.

The Contractor shall lay out the centerline of the roadway and sidewalk, and provide profile plans of the proposed and existing sidewalk and curb elevations prior to construction, for approval by the Engineer. After any realignment by the Engineer, the Contractor shall offset the approved proposed elevations for use during construction of the sidewalk. Accordingly, all costs for this work shall be included in the Lineal Foot cost of Concrete Curbing.

10. Environmental Compliance

The Contractor is advised that he will be working in, adjacent to, or in close proximity to a watercourse on Daniels Farm Road and Catch Basins on White Plains Road, and possibly other environmentally sensitive areas. Every effort should be made to properly address construction activities in these areas. The Contractor is advised, cautioned and notified that it will be his/her/their responsibility to ensure full and complete compliance with all applicable environmental rules, regulations and policies. Compliance with these policies shall include, but not be limited to, all new/permanent construction, all temporary construction, all removals or disposal of surplus or abandoned materials and other activities undertaken by the Contractor, his employees, agents and/or subcontractors. The costs associated with the full and satisfactory compliance of these applicable environmental policies shall be included in the various items for this contract. The Contractor's work program shall be guided by the requirements and conditions contained in the Trumbull Inland Wetlands Commission's approval, unless otherwise amended or modified herein.

11. Public Access

Roads, including driveways, sidewalks, and crossings shall remain passable while work is in progress.

12. Utilities

Utilities **ARE** located within the area and may be adjacent to the construction work. Utilities are to be relocated by the respective utility companies where noted and as required by and during construction. There will be no separate measurement or payment for this work; such cost shall be included in other items of work.

The Contractor shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he/she shall take all necessary precautions to avoid damage to existing utilities. The Contractor shall pay for any cost of temporary relocations for the Contractor's convenience.

The Contractor shall avail himself/herself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut, (Telephone Toll Free: 1-800-922-4455) for notifications of utility companies prior to excavating.

13. Off-Site Disposal

Should the Contractor find it necessary to dispose of surplus or unsuitable material outside of the Contract Limits, he/she shall secure a written agreement with the property Owner at the proposed dumping site. This written agreement shall contain a clause specifically stating that the Town of Trumbull is not a party in the agreement and is not liable to ensure that its provisions are fulfilled and said agreement shall be submitted to the Town for approval before any off-site work commences. The Contractor agrees to indemnify the Owner against and save the Owner harmless from any and all liability and loss from any claims, suit or action resulting from said disposal agreements.

14. Sequence of Construction

Prior to the start of construction, the Contractor shall prepare and submit a sequence of construction for approval by the Engineer. The following should be addressed in the prepared plans.

- A. Access to the site for heavy equipment is limited.

B. Plans for protection of any stockpiled materials, and plans for run off protection into existing Catch Basins and Stream.

C. Proposed schedule for the progress of the work.

15. Sampling and Testing of Materials

All materials being incorporated into the work will need to be approved by the Engineer. Material tests and/or inspection, when required, will be made by and at the expense of the Contractor. It will be the Contractor's responsibility to ensure all materials are sampled and transported.

Certifications will be used as the basis of approval for such materials as the contract documents may specify, or the Engineer may designate. For these materials, the Contractor shall furnish the Engineer a certified test report, materials certificate and a certificate of compliance, conforming to Article 1.06.07, as may be required for each type of material. Any cost involved in furnishing the certificate shall be borne by the Contractor.

Sampling and tests will be made in accordance with the latest revision to the standard method of American Association of State Highway and Transportation Officials, the American Society for Testing and Materials or other standards accepted by the Town of Trumbull, in effect at the time of bidding, unless otherwise specified. Any items not covered shall be sampled and tested or certified as determined by the Engineer.

Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. Samples submitted, shall be taken by a representative of the Contractor to a commercial laboratory approved by the Engineer. All materials being used are subject to inspection, test or rejection at any time during the preparation and use. The Contractor shall furnish required samples without charge, and provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices, which he operates.

Materials will be rejected whenever they fail to meet the requirements of the specifications. The Engineer, acting on behalf of the Owner, reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are currently on test.

16. Best Management Practices for Protection of the Environment

A. No construction shall proceed until proper sedimentation and erosion control methods have been installed as the sequence of construction necessitates.

B. No equipment, materials, or machinery shall be stored, cleaned, or repaired within twenty five (25) feet of any wetland, watercourse or catch basin.

C. No construction shall proceed until a method to prevent construction debris, removed materials, or other materials from entering the wetland or watercourse has been implemented as the sequence of construction necessitates. These materials shall be collected and disposed of in an environmentally safe manner as determined by Federal, State, and Local laws. The applicant shall monitor wind velocities and storm events during the conduct of such work, and shall cause such activity to cease if storm or wind conditions threaten to cause deposits of materials in the waterway or catch basins.

D. No objectionable materials resulting from any clearing activity shall be disposed of in any wetland, watercourse or catch basin. This includes but is not limited to: sand, aggregate, matted roots, wood chips, and other debris.

E. Fording of streams with equipment shall be prohibited.

F. No fill or material shall be deposited in surrounding wetland, watercourse or catch basin.

G. Where dewatering is necessary the pump shall not discharge directly into the wetland, watercourse or catch basin. Proper methods and devices shall be utilized, such as pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and the outlet of pumps, or floating the intake of the pump, or other method to minimize and retain the suspended solids. If the pumping operation is causing turbidity problems, means of controlling turbidity are determined and implemented.

H. Work within and adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The applicant shall remain aware of flow conditions during the conduct of such work, and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. During storms every effort shall be taken to secure the work site.

I. Dumping of oil or other deleterious materials on the ground is forbidden. The applicant shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All oil spills shall be reported immediately to the DEP/Hazardous Materials office at 566-3338 or 566-4240. Failure to do so may result in the imposition of a fine under Section 22a-450 of the Connecticut General Statutes.

J. Every precaution shall be used while working in the vicinity of a waterway to prevent and minimize degradations of the existing water quality. All activities shall conform and be at all times consistent with applicable water quality standards, and management

practices of the Federal Clean Water Act (1972), Connecticut's Water Quality Standards and other applicable State Laws, and as defined in form 815, Section 1.10.03, entitled "Water Pollution Control".

17. Payment to Contractor

A. Progress Payments

Under the conditions set forth in the General Conditions, the Owner will, within thirty (30) days after receipt of a partial payment estimate, pay the Contractor a progress payment on the basis of the partial payment estimate. A retainage of 5% will be maintained until construction is complete and approved by the Engineer.

B. Final Payment

Under the conditions set forth in the General Conditions, the Owner will, within thirty (30) days after receipt of the final payment estimate, pay the Contractor the entire balance found to be due the Contractor, including fifty percent (50%) of the five percent (5%) retained percentages. The Owner may retain up to fifty percent (50%) of the five percent (5%) retained percentages for a period of up to six (6) months after final payment, and may thereafter retain up to twenty percent (20%) of the five percent (5%) retained percentages for a period of up to one (1) year after final payment.

## STANDARD PROVISIONS

### Standard Specifications

The materials and construction methods for the work in this Contract shall conform with the applicable provisions of the State of Connecticut Department of Transportation, "STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION", Form 816, 2004, including supplements thereto as amended or supplemented herein. The Standard Specifications are made a part hereof as fully and completely as if attached hereto. The 2004 edition of the Standard Specifications may be obtained at the Connecticut Department of Transportation, Bureau of Highways, 2800 Berlin Turnpike, Newington, Connecticut. The applicable supplement to Form 816 can be obtained from The Connecticut Department of Transportation. The Supplements shall supersede any future updates of the document.

These Standard Specifications and the Special Provisions are intended to supplement each other, and together constitute one complete set of Specifications. Should the Contractor find that anything is omitted from these Specifications which are necessary for a clear understanding of the work, or that there is an error, the Contractor shall promptly notify the Town of Trumbull Engineer. From time to time during the progress of the work, the Town may furnish supplementary drawings as are necessary to define the work in more detail and these also shall be considered as part of the Contract Documents.

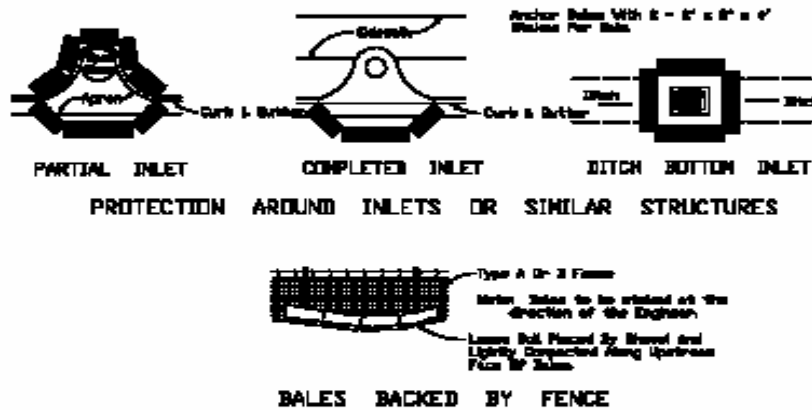
All references to Commissioner, Department, Engineer, and State anywhere within the Standard Specifications for Roads, Bridges, and Incidental Construction shall be interpreted to mean the Town of Trumbull, or a duly authorized agent of the Town. Any question or ambiguity regarding any definitions shall be brought to the immediate attention of the Town.

## Index to Special Provisions

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# TOWN OF TRUMBULL WHITE PLAINS ROAD STREETScape

## ITEM # 0219011 : Sedimentation Control System



Typical Sedimentation Control System  
N.T.S

**TOWN OF TRUMBULL  
WHITE PLAINS ROAD STREETScape**

***ITEM# 0811011 – Concrete Curbing***

**Scope of Work:**

Under this item the contractor shall excavate, including removal and disposal of existing curbs and gutters, where necessary, and furnish all labor, materials, and equipment to construct (normal height and depressed) a crushed stone base and concrete curbing on the prepared sub-base, including proper curing methods, to locations, elevations, dimensions and details as shown on details and plans, or as directed by the Engineer.

**Materials and Method of Construction:**

Materials and construction methods shall conform to the provisions of Connecticut Department of Transportation Specifications, Form 816, 2004, Articles 8.11.02 and 8.11.03 for Concrete curbing and M.03.01, for Class “C” concrete.

Crushed stone base material and method of construction shall conform to CONN-DOT Specifications, Form 816, 2004 and Sections M.01.01 Maximum size of stone shall be one & one-quarter inch (1 1/4”).

Concrete curing methods shall conform to CONN-DOT Form 816, 2004, Section 4.01.03, sub article 13 for Curing and Protection.

NOTE: NO POURED IN PLACE CONCRETE, i.e. curbing, sidewalks, slabs, foundations, etc., WILL BE CONSTRUCTED BETWEEN DECEMBER 15 AND MARCH 15, WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

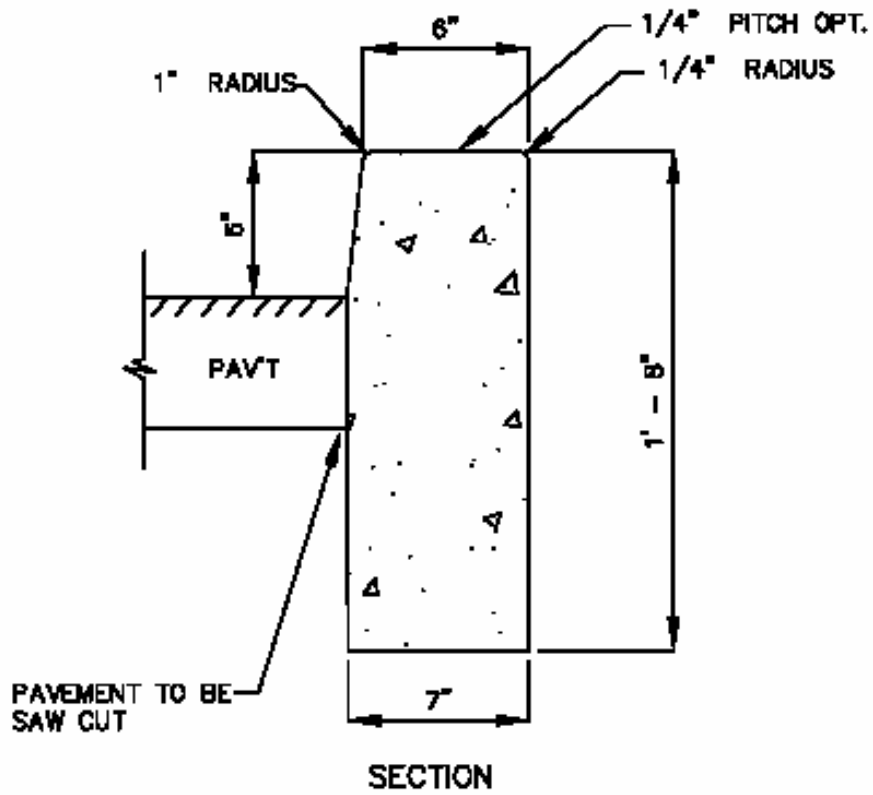
**Method of Measurement and Basis of Payment:**

The work will be measured for payment along the top of the curb and will be the actual number of linear feet of (normal height and depressed) concrete curbing completed and accepted.

Payment for this work will be made at the contract unit price per linear foot for “Concrete Curbing,” which price shall include, proper curing methods, all materials, equipment, tools and labor incidental thereto; also all excavation, backfilling and disposal of surplus material.

**TOWN OF TRUMBULL  
WHITE PLAINS ROAD STREETScape**

**ITEM # 0811011 : Concrete Curbing - Class C Concrete**



Typical Concrete Curbing Section  
N.T.S

**TOWN OF TRUMBULL  
WHITE PLAINS ROAD STREETSCAPE**

***ITEM# 0921009A – Concrete Sidewalk Pavers: Sand Bedding***

**Scope of Work:**

Under this item the contractor shall excavate, including removal and disposal of existing sidewalks, where necessary, and furnish all labor, materials, and equipment to furnish and construct a crushed stone base and install precast solid concrete paving units.

**Material and Method of Construction:**

For this item the solid concrete pavers used shall be Unilock Hollandstone Paver in Terra Cotta color and conforming to “Standard Specifications for paving bricks ASTM C902, Class SX, Type II requirements.

The contractor is required to submit manufacturers’ certification of conformance with the above ASTM specifications along with a sample unit for approval and acceptance, and comparison with all future shipments.

The sand used shall conform to ASTM C404 “Standard Specifications for Aggregates for “Masonry Grout.” The grading shall be in accordance with size 1 grading requirements. The units shall be placed in hand swept tight joints. The paving units shall be placed over a minimum of 2” thick compacted layer of clean sharp sand. The sand shall be screeded evenly with a straight edge guide to an even 2” thick loose. The screeded sand shall not be disturbed and all indentations shall be filled in to a smooth surface.

The bricks shall be placed in a 90 deg. Herringbone pattern with soldier banding on either side (as shown on details), onto the screeded sand and at existing sidewalk locations and where directed by the engineer. The bricks shall be laid tightly. A uniform 1/8” gap shall be left between pavers (spacers may be used for better workmanship). After the pavers have been laid over a significant area the surface shall be swept off completely and the pavers shall be tamped with a plate compactor to a uniform finished grade by the compactor. Sweep jointing sand in between the joints.

**Method of Measurement and Basis of Payment:**

This work will be measured for payment along the top width and length of the sidewalk, the actual number of square feet of paving units laid, completed and accepted. Payment for this work will be made at the unit price bid for the total square foot of unit paver, which shall include as the case may be, the type, size and kind of paver, complete in place, all materials, equipment, tools and labor incidental thereto, and all excavation, backfilling, disposal of surplus materials and all drainage if any.





**TOWN OF TRUMBULL  
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***ITEM# 0970006A – Traffic person***

All the provisions of Section 9.7 of the Standard Specification shall apply with the following exception:

**Description:**

The Contractor shall provide the services of uniformed traffic person at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or Engineer may order for the control and direction of vehicular traffic and pedestrians.

Uniformed traffic person shall be clothed and equipped in a suitable uniform including headgear so as to be readily distinguishable as a traffic person.

**Method of Measurement and Payment:**

Services of traffic person will be measured for payment by the number of hours for each person rendering services in accordance with the orders or approval of the Local Regulatory Agencies and/or Engineer. This shall include, however, only such traffic person as are employed at the site or upon a detour ordered or approved by the Local Regulatory Agencies and/or Engineer. Traffic person furnished by the Contractor for continued use of a detour or bypass beyond the period for which the Local Regulatory Agencies and/or Engineer deems such traffic person necessary for the proper completion of the Project or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

The minimum hours of payment for any one traffic person in any one day shall be four hours unless otherwise specified. No traffic person shall work more than twelve hours in any one day. In case such services are required for more than twelve hours, the Contractor shall furnish additional traffic person personnel.

Unless otherwise specified and when the item appears in the Bid Schedule, traffic person will be paid for at the Unit Price per Hour for "Traffic person" which price shall include all compensation, insurance, benefits and any other cost of liability incidental to the furnishing of the traffic person ordered.

**Payment:**

Measurement and payment shall be paid for at the bid item unit price as approved by the Engineer.


**TOWN OF TRUMBULL  
WHITE PLAINS ROAD STREETScape**

***Project Sign***

White Plains Road and Daniels Farm Road Streetscape

*PROJECT # 144-TBD*

(Town of Trumbull / DEVELOPER)  
Constructed in cooperation with the



STATE OF CONNECTICUT  
M. JODI RELL, GOVERNOR

Department of Economic and Community Development  
Joan McDonald, Commissioner  
Ronald F. Angelo, Jr., Deputy Commissioner  
And the  
Town of Trumbull, Connecticut  
First Selectman Raymond G. Baldwin, Jr.

Town of Trumbull                      (Insert Name of General Contractor)

**Sign Panel:** ¾ MDA-EXT APA plywood supported with 4X4 treated wood columns and secured 4 into grade  
Top of sign at 8-0" above grade

**Colors:** All letters and symbols are to be royal blue.  
The background will be white enamel.  
Back of plywood and support structure shall be painted matte black

**Typeface:** Helvetica Medium

**Location:** Sign must be located to be clearly visible to the public.

**Timing:** Install at the start of construction and remove at construction completion