



AgriScience and Biotechnology Center Parking Lot Improvements

GENERAL SPECIFICATIONS

TOWN OF TRUMBULL, CONNECTICUT
GENERAL SPECIFICATIONS
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TOWN OF TRUMBULL, CONNECTICUT

GENERAL SPECIFICATIONS

1. BIDS:

Bids, as stated in the "Bid Sheet", will be compared on the basis of the sum of the quantities multiplied by respective unit prices, added to lump-sum prices.

In the event that there is a discrepancy in the bid sheet between the lump-sum or unit prices written in words and figures, the prices written in words shall govern.

The Town agrees to examine and consider each bid submitted in consideration of the Bidder's Agreements, as hereinabove set forth in the Bid Sheet.

NOTE: Any/all reference to "he/him" shall be taken to mean "his/her/its".

2. OBLIGATION OF BIDDERS:

At the time of opening of bids, each bidder shall be presumed to have inspected the sites, and to have read and made himself thoroughly familiar with the Plans and Contract Documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

Each bidder must fully inform himself of the construction and labor conditions relating to the work which is now or will be performed. Failure to do so will not relieve the successful bidder of his obligation to furnish all labor and materials necessary to carry out the provisions of the contract documents and to complete the contemplated work. Inasmuch as possible, the contractor must, in carrying out his work, employ such methods or means as will not cause any interruptions or interference with the work of any other contractor.

The successful bidder must furnish a field and office organization chart and equipment list to be used on the job to demonstrate that he has the capability to perform the work prescribed for this project and shall furnish the Town all other information and data requested on the form provided for this purpose; such submission to be made prior to construction startup.

The Contractor shall supply a foreman full time on the job. Such foreman must be satisfactory to the Town of Trumbull. Failure to comply shall be cause for breach of contract.

The Contractor's normal sequence of operation in performing the work under the terms of this contract shall be varied at the direction of the Town of Trumbull, so that priorities can be given in critical areas such as schedule, right-of-way, clearance and other Town commitments, either present or future.

The Contractor shall file an appeal to the Public Works Director if the sequence of operation in performing the work is varied by the Town in a manner that is unacceptable to him.

The Contractor shall have no claim against the Town for damages or extra compensation on account of delays in execution of the work or delays in making the construction site available to the Contractor.

3. CONTRACT DOCUMENTS:

Whenever the term "Contract Documents" is used herein, it shall include the Agreement, Information to Bidders, General Specifications, Bid Documents, Technical Specifications, Special Notes, Addenda, and Project Plans, including all modifications thereof incorporated in the documents before their execution.

4. DIRECTOR OF PUBLIC WORKS:

The Director Public Works, of the Town of Trumbull, Connecticut, under whose authority all public works are performed. Hereinafter when the word "Engineer" is used, it is hereby interpreted to include the authority of the Director of Public Works, as well as the Town Engineer.

5. TOWN ENGINEER:

The Town Engineer will represent the Town of Trumbull, Connecticut, and shall have complete charge of all work involved. Hereinafter where the word "Engineer" appears it shall mean the Town Engineer or his duly authorized representatives performing their usual duties, i.e. clerk of the works, etc.

6. CONTRACTOR:

Party of the second part to the contract, acting directly or through his agent or employees.

7. SUB-CONTRACTOR:

Any individual, firm, partnership or corporation to whom the Contractor sub-lets or assigns any part or parts of this project covered by this contract.

8. NOTICE:

The term "notice" as used herein shall mean and include written notices.

Written notice shall be deemed to have been served, when deposited in a United States Mail Box to or at last known business address of the person, firm or corporation for whom intended, or to his or their or its duly authorized agent, representative or office,

or enclosed in a postage prepaid wrapper or envelope addressed to such person or firm or corporation at his or their or its last known business address

9. DELETED

10. COMMENCEMENT OF WORK:

The Contractor shall commence work on the day specified in the order by the Engineer, as the date of such commencement; and shall fully complete the work within the number of consecutive calendar days from said date as hereinafter specified as the period for completion of his contract, unless such period shall be extended as hereinafter provided by the Town.

11. BLANK FORM FOR BID:

All bids must be written or typed upon the blank form for "Bid Sheet," and must state the proposed price of each item of the work, both in words and in figures, and must be signed by the bidder with his business address.

BIDDERS SHALL NOT REMOVE AND SUBMIT THE BID PAGES SEPARATE FROM THE VOLUME OF CONTRACT DOCUMENTS, BUT SHALL SUBMIT THEIR BIDS BOUND WITH THE COMPLETE VOLUME OF ATTACHED DOCUMENTS,

INCLUDING ALL PAGES CORRECTLY ASSEMBLED.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

12. WORKING HOURS AND HOLIDAYS:

The Contractor shall perform no work during the Town of Trumbull's employees' holidays nor before or after the Town's normal working hours, without specific approval of the Director.

The normal working hours of the Town are Monday through Friday, 7:00 a.m. to 4:00 p.m.

THE OFFICIAL TOWN OF TRUMBULL HOLIDAYS ARE:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving Day
Christmas Day
Day After Christmas Day (2014 Floating Holiday)

13. DELETED

14. DELETED

15. POWER OF ATTORNEY:

Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their power of attorney to sign said bond.

16. QUALIFICATIONS FOR EMPLOYMENT:

No person under the age of sixteen (16) years and no person currently serving sentences in a penal or Correctional institution shall be employed to perform any work on the project under this contract.

No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed to perform any work on the project under this contract.

Provided that this sentence shall not operate against the employment of physically handicapped persons otherwise employed where such persons may be safely assigned to work, which they can ably perform.

There shall be no discrimination because of race, creed, color or political affiliation in employment of persons for work on the project under this contract.

17. PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in the work on the project under this contract in full (less deductions made mandatory by law) in a timely and routine manner.

18. DELETED

19. ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of all persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed.

Reference is hereby made to Occupational Safety and Health Administration standards as described in OSHA 2206, 1983 or latest edition or revision thereof

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of "Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

20. INSPECTION:

The Engineer or his authorized representative shall be permitted to inspect the work, materials, payrolls, and records of personnel, invoices of material and other relevant data and records of this contract.

21. PAYMENTS:

The Town's terms of payment are Net 30 Days after approval of invoice. No invoice will be paid until acceptance of goods ordered. By the fifth (5th) day of each month application for payment must be submitted by the Contractor to the Town's designated field representative, for verification and approval of quantities and costs incurred during said pay period. Only upon approval by designated representative will payment be forwarded for processing.

The Town shall retain five per centum (5%) of each estimate until final completion and acceptance of all work covered by this contract.

22. GENERAL SPECIFICATIONS "(OR EQUAL CLASSES)":

Whenever in this contract or specifications, a particular brand or make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard unless otherwise specified.

If three or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the others.

When in the opinion of the Engineer, or his authorized agent, any other brand, make of material, device or equipment is recognized as equal to that specified, considering quality, workmanship and economy of operation, and suitable for the purpose intended, it will be accepted.

In the opinion of the Engineer and the Town's duly authorized agents, all material and workmanship shall in every respect be in accordance with what is in conformity with approved modern practice.

Whenever the plans, drawings, specifications, other contract documents, or the quality of the work, admit of doubt as to what is permissible, the interpretation will be made by the Engineer, as to which is in accordance with approved modern practice, in order to meet the particular requirements of the contract.

In all cases, new material shall be used unless this provision is waived with a special written notice by the Engineer.

23. INSPECTION AND TESTS:

All material and workmanship (if not otherwise designated) shall be subject to inspection, examination and tests, by the Engineer, or his duly authorized representatives, at any and at all times during the manufacture and/or construction, and at any and all places where such manufacture or construction is carried on.

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and material necessary to make tests so required, safe and convenient.

Special full size and performance tests shall be conducted as described in the specifications.

If at any time before final acceptance of the entire work, the Engineer considers necessary or advisable any examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials.

If such work is found to be defective in any material respect, due to material or faulty construction by the Contractor, or any subcontractor, or if any work shall be covered over without approval of the engineer (whether or not the same shall be defective) the Contractor shall be liable for the expense of such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and if such work is found to meet the requirements of this contract, the Contractor shall be recompensed for the extent of such examination and reconstruction in the manner herein provided for the payment of the cost of "EXTRA WORK."

24. COSTS AND TESTS:

The selection of Bureau Laboratories, and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the direction of the Engineer.

If inspection, tests, analysis of the materials or equipment, should disclose that said material or equipment requires rejection, then the cost of said inspection, test analysis shall be borne by the Contractor and said cost shall be deducted from the Contractor's current estimate by the Engineer. If supplies, material or equipment shall be found acceptable, the cost of said inspection, tests or analysis shall be borne by the Town.

25. PROTECTION OF WORK AND PROPERTY:

The Contractor shall at all times safely guard the Town's property from injury or loss, in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace and make good any such damage, loss or injury. All passageways, guard fences, lights and other facilities required for protection by local conditions must be provided and maintained.

26. POWER OF CONTRACTOR TO ACT IN AN EMERGENCY:

In case of an emergency, which threatens loss or injury of property and/or safety of life, the Contractor shall be allowed to act without previous instructions from the Engineer, as he sees fit. He shall notify the Engineer immediately thereafter of any compensation claimed by the Contractor due to such extra work, and shall submit same to the Engineer for approval. When the Contractor has not taken action, but has notified the Engineer of an emergency threatening injury to persons or damage to the work, or any adjoining property, the Contractor shall act as instructed or authorized by the Engineer to prevent such threatened injury or damage.

27. CERTIFICATE OF COMPLETION:

Upon completion of all work whatsoever required, the Engineer shall file a written certificate with the Director of Finance and the Contractor, for the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof.

28. FINAL PAYMENT:

Within thirty days of filing a certificate of completion, the Town shall pay to the Contractor the amount therein stated, less all prior payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments, including those relating to extra work, shall be subject to correction by this present payment, which throughout this contract is called the FINAL PAYMENT.

29. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE:

The acceptance by the Contractor of the final payment, shall be and shall operate as a release to the Town of all claims and of all liability to the contract or for all things done or furnished in connection with this work, and for every act and neglect of the Town and others relating to or arising out of this work, accepting the Contractor's claim for interest upon the final payment, if the payment is improperly delayed. No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligation under this contract or of the performance bond.

30. SUB-SURFACE STRUCTURES:

All sub-surface structures and public utility lines have been located as far as possible, as indicated on the plans and information obtained from the respective utilities. The Town does not assume the responsibility for the accuracy of this information.

31. SUB-SURFACE CONDITIONS:

Bidders are notified that it is obligatory for them to obtain all the information they require as to the existing physical conditions relative to the work and in particular to sub-surface conditions---NOR SHALL THE TOWN BE HELD LIABLE FOR ANY ADDITIONAL COST TO THE CONSTRUCTION WHICH MAY RESULT DUE TO THESE CONDITIONS, and each bidder in bidding must rely exclusively upon his own investigation and that he makes this bid with the full knowledge of the kind, quality and quantity of work required.

The undersigned understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty of guarantee, express or implied, that the subsurface and/or other structures (surface and/or subsurface) actually encountered will be the same as these shown on the drawings or in any of the other contract documents and he agrees that he shall not use or be entitled to use any such information made available to him through the contract documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Town, arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this bid.

32. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or sub-contractor, subject to any chattel mortgage or under any conditional sale or other agreement for which interest is retained by the seller.

33. SUPERINTENDENCE BY CONTRACTOR:

The Contractor shall employ a project Super-intendant who shall be present full time at the site of the work and who shall have full authority to act for the Contractor. The Contractor shall employ a project foreman who shall be in attendance at the work site during working hours.

It is understood that such representative shall be acceptable to the Town and shall be one whose experience and length of service in this particular kind of work warrants his ability to perform the duties entailed to the satisfaction of the Engineer, and who can continue in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

The Engineer reserves the right of investigation to satisfy the Town that the appointed superintendent is properly qualified to carry out the obligations entailed to perform the work herein contemplated in the plans and specifications and directions.

34. REPRESENTATIONS OF CONTRACTORS:

The Contractor represents and warrants:

a). That he is financially solvent and that he is experienced in and competent to perform the type of work, or to furnish plant and equipment materials and supplies.

b). That he is familiar with all Federal, State and Municipal laws, ordinances and regulations, which in any way may affect the work of those employed therein.

c). That he has carefully examined the plans and specifications and the site of the work, and that from his own investigation he has satisfied himself about the nature and location of the work, character, quality and quantity of the surface and sub-surface materials likely to be encountered, as well as the character of equipment and other facilities needed for the performance of the work, the general local conditions and all other conditions which may in any way affect the work.

35. PATENT RIGHT:

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for all patent fees or royalties required in respect to the work or any part thereof, and will fully indemnify the Town for any loss on account of infringement of any patent rights.

36. PERMITS AND REGULATIONS:

The Contractor shall procure and pay for all permits and licenses necessary for the execution of his work. Town permit fees will be waived.

The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of the work.

37. CORRECTION OF WORK:

All work, all material, whether incorporated in the work or not, all processes of manufacture and all methods of construction, shall be at all time and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purpose for which they are used.

Should they fail to meet the approval of the Engineer they shall be forthwith reconstructed, made good, replaced and corrected, as the case may be, by the Contractor, at his own expense.

Rejected material shall immediately be removed from the site.

Acceptance of material and workmanship by the Inspectors shall not relieve the Contractor from his obligation to supply other materials and workmanship when so ordered by the Engineer.

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material, or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract, the compensation to be paid to the Contractor hereunder, shall be reduced by such amount which the Engineer deems equitable.

The Contractor expressly warrants that his work shall be free from any defects in material or workmanship, and agrees to correct any such defects which may appear within the maintenance period, following final completion of work.

Neither acceptance of the completed work, nor payment thereof, shall operate to release the Contractor or his sureties from any obligation under or upon this contract or the performance bond.

38. DELETED

39. TOWN RIGHT TO WITHHOLD PAYMENTS:

The Town may withhold from the Contractor as much of any approved payment due him, as the Town deems necessary.

1st. To assure the payment of just claims due and unpaid of any person supplying labor or materials for the work.

2nd. To protect the Town from loss due to defective work not remedied.

or

3rd. To protect the Town from loss due to injury to persons or damage to work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

The Town shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the Town may deem proper, to satisfy such claims or to secure such protection.

Distribution of such money shall be considered as payments for the amount of the Contractor.

40. TOWN RIGHT TO STOP WORK OR TERMINATE CONTRACT:

If the Contractor shall be adjudged bankrupt, an assignment shall be made for the benefit of creditors. A receiver or liquidator shall be appointed for the Contractor and for any of his property. The Contractor shall be dismissed within twenty (20) days after such appointment. The proceedings in connection therewith shall not be stayed within the said twenty (20) days. If the Contractor shall refuse or fail after notice or warning from the

Engineer, to supply enough properly skilled workmen or proper materials, or if the Contractor shall fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or duly authorized extension thereof) or shall fail to complete the work within said period, or if the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or if the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this contract, then in any such event, the Town without prejudice to any other right or remedy, may give seven (7) days notice to the Contractor, to terminate the employment of the Contractor. The Contractor shall lose the right to proceed either for the entire work or (at the option of the Town) for any portion thereof on which delays shall have occurred. The Town may as it deems expedient take possession of the work and complete it by contract or otherwise.

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 compensation to be paid the Contractor hereunder, shall exceed the expense of so completing the work (including compensation for additional managerial administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.

If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Town for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work, and necessary therefore.

If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months, without act or fault of the Contractor or any of his agents, servants, employees, or subcontractors, the Contractor may upon ten (10) days' notice to the Town of Trumbull, discontinue his performance of the work and/or terminate the contract.

TERMINATION:

- A. TERMINATION FOR CAUSE, If through any case, the Contractor shall fail to fulfill in a timely manner, its obligations under this Agreement, or if the contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following;

- 1) If the Contractor furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Contractor fails to perform to the Town's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the Town reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of the Agreement by the Contractor, and the Town may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Town from the Contractor is determined.

- B. TERMINATION FOR CONVENIENCE: The Town may terminate this Agreement at any time the Town determines that the purposes of the distribution of monies under the agreement would no longer be served by completion of the Work/Project. The Town shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials as described in Subsection A shall, at the option of the Town, become its property. If the Agreement is terminated by the Town as provided herein, the Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of this Agreement, less payments of compensation previously made, and subject to the Town's right of set off for any damages pursuant to the terms of the Agreement.

41. USES OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor undertakes at his own expense:

- a). To take every precaution against injuries to persons or damage to property.
- b). To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work.
- c). To place upon the work area or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d). To frequently clean up all refuse, rubbish, scrap material and debris caused by his operations, so that the site of the work shall at all times present a neat, orderly and workmanlike appearance. Failure to comply with this article within 24 hours of notification

may result in the Owner having the work performed by outside sources at the Contractor's expense. These expenses will be deducted from the regular monthly periodic estimate.

e). To remove before final payment all surplus materials, false work, temporary structures, (including foundations thereof), plant of any description and debris of every nature resulting from his operation, and to put the site in a neat and orderly condition.

f). To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and with the consent of the Engineer, to cut or otherwise alter the work of any other Contractor.

42. ALL WORK SUBJECT TO CONTROL OF THE ENGINEER:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Engineer and shall perform all duties to the satisfaction of the Engineer, and at such time and places, by such methods and in such manner and sequence as the Engineer may require.

The Engineer shall determine the amount, quantity, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, contract and any extra work orders, and shall decide all other questions in connection with the work.

The Contractor shall employ no plant, equipment, materials, methods or men to which the Engineer objects, and shall remove no plant materials, equipment or other facilities from the site of the work, without the Engineer's permission. Upon request, the Engineer shall confirm in writing any oral order, direction requirement or determination.

43. TOWN ENGINEER, CONTROL NOT LIMITED:

The enumeration herein or elsewhere in the contract of particular instances in which the opinion, judgment, discretion or determination of the Engineer, shall control or in which work shall be performed to his or their satisfaction as subject to his or their approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be governed and so performed.

44. 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 correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

45. SUBLETTING, SUCCESSOR AND ASSIGNS:

The Contractor shall not sublet any part of the work under this contract, nor assign any moneys due him hereunder without first obtaining the written consent of the Town.

46. DEFINITIONS:

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

AS DIRECTED, AS REQUIRED, ETC.

Wherever in the specifications, or on the drawings the words "As Directed", "As Ordered", "As Requested", "As Required", "As Permitted", or words of like import are used, it shall be understood that the Direction, Order, Request, Requirement, or Permission of the Engineer is intended. Similarly, the words "Approved", "Accepted", "Satisfactory", and words of like import shall mean Approved by, Acceptable to, or Satisfactory to the Engineer.

ELEVATION

The figures given on the drawings or in the other contract documents after the word "Elevation" or abbreviation of it shall mean the Distance in Feet Above the Datum Adopted by the Engineer.

NOTE: Unless otherwise stated elsewhere in the contract documents and/or on the contract drawings, vertical elevation datum for this project is based upon NEW City Datum, NGVD (ele. 0.00 = mean water).

ROCK

The word "Rock" wherever used as the name of any excavated material or material to be excavated, shall mean only boulders or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring or breaking up with a power operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "Rocks".

EARTH

The word "Earth", wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as above defined.

47. ABBREVIATIONS:

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASA	American Standard Association
ASCE	American Society of Civil Engineers
ASTM	American Society For Testing and Materials
NEC	National Electrical Code, Latest Edition

48. HANDLING AND DISTRIBUTION:

The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and shall be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and Demurrage charges by Transportation Companies and Vendors shall be borne by the Contractor.

49. MATERIALS:

Samples - Inspection - Approval, unless otherwise expressly provided on the Drawings or in any of the other contract documents, only new material and equipment shall be incorporated in the work. All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Engineer. No material shall be processed or fabricated for the work or delivered to the work site without prior approval of the Engineer.

As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the work. When shop and working drawings are required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or supplier have the ability to furnish a product meeting the specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract Requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

Facilities and labor for the storage, handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the work.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit additional samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, placed and shopped by the approved molds for making concrete test cylinders. Except as otherwise expressly specified, with technical specifications, the Town shall make

arrangements and pay for the tests.

All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented. The name of the building or work and location for which the material is intended and the name of the contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, testing and approval before the materials and equipment are needed for incorporation in the work. The consequence of his failure to do so shall be the Contractor's sole responsibility.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent test laboratories) relative to materials, equipment, performance rating and concrete data.

50. WATCHMAN:

If it becomes necessary to supply watchmen during non-regular working hours, they shall be employed until (in the opinion of the Engineer) their services are no longer required. The Contractor shall employ and pay a satisfactory, sober, able-bodied watchman who shall be in attendance upon the work at all times, (regardless of the hour) whenever work by the regular employees stops.

51. MAINTENANCE OF TRAFFIC:

The Contractor shall conduct his operations in such a manner so that he does not impose unnecessary hardship upon the residents along the route of the work.

Streets may be closed to traffic only upon written order of the Traffic Engineer. Traffic shall be maintained within the project area except where it is found impracticable, or seriously interferes with the Contractor's operations. If permanent repairs are not completed immediately, the pavement surface along the line of work shall be maintained in a condition comparable to the adjacent road surface.

People living or having business within the barricaded zone shall be permitted to use the highway for auto traffic if possible.

The Contractor shall protect all phases of the work from damage due to traffic, etc., and provide necessary watchmen, signalmen and (if so ordered by the Engineer) police officers.

No direct payment for maintenance of traffic will be made, but shall be considered as included in the base bid submitted.

52. DRIVEWAYS AND PROPERTY ENTRANCES:

Excavated materials and equipment shall be placed in such position as not to unnecessarily impede travel on the streets, or access to driveways. A sufficiently clear space for pedestrian travel shall be maintained on the sidewalks, and all property entrances and driveways shall be kept clear, where possible.

Where necessary, bridges shall be constructed and maintained for residents. Before closing any driveway or entrance, the Contractor shall give the owner or resident of the property involved, due notice of such temporary closing. When this is not practicable and an emergency arises, the Contractor shall, on the order of the Engineer, provide a satisfactory place to house temporarily, any motor vehicle, which may be prevented from being housed at night.

No direct payment will be allowed for this work or condition, but shall be considered as included in the base bid submitted.

53. DUST:

The Contractor shall at all times during the execution of this contract, control the nuisance of flying dust, by water sprinkling or by application of oil, or a method satisfactory to the Engineer.

54. PRESERVATION OF TREES:

Trees and shrubs on the site of the work shall be protected during the entire period of the contract, and if injured by the Contractor or his employees, shall be replaced, unless it is covered by the bid items, at his expense before the completion of the contract.

55. INSPECTION OF WORK AWAY FROM THE SITE:

If work to be done away from the construction site is to be inspected on behalf of the Town during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

56. CONTRACTOR'S SHOP AND WORKING DRAWINGS:

The Contractor shall submit for approval (in reproducible form unless otherwise specified) shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated for the contract and materials and equipment for which such drawings are specifically requested.

Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing, when it is customary to do

so. When the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case, requirements shall be as specified for shop and working drawings, insofar as applicable, except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

No material or equipment shall be purchased or fabricated for the contract until the required shop and working drawings have been submitted as herein above provided and approved as conforming to the contract requirements. All such materials and equipment and the work involved in their installation or incorporated into the work shall then be as shown in and represented by said drawings.

Until the necessary approval has been given, the Contractor shall not proceed with any portion of the work such as the construction of foundations, the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which approval is required.

All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning approved drawings to them. Unless otherwise approved, all shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Town, Contractor, and building, equipment or structure to which the drawing applies, and shall be accompanied by a letter of transmittal giving a list of the drawing number and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the drawings and specifications in all respects. All drawings which are correct shall be marked with the date, checker's name and indication of the Contractor's approval, and then shall be submitted to the Engineer. Other drawings shall be returned for correction.

The approval of shop and working drawings, etc., will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required in the contract and for achieving the result and performance specified hereunder.

Should the Contractor submit for approval, equipment that requires modifications to the structures, piping, layout, etc., detailed on the drawings, he shall also submit for approval, details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Town, shall do all work necessary to make such modifications.

The marked-up reproducible of the shop and working drawings or one mark-up copy of catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when so requested.

57. OCCUPYING PRIVATE LAND:

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the right-of-way or property of the Town. A copy of the written consent shall be given to the Engineer.

58. INTERFERENCE WITH AND PROTECTION OF STREETS:

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities.

Streets, roads, private ways and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well-lighted, in order to minimize confusion.

59. STORAGE OF MATERIALS AND EQUIPMENT:

All excavated materials, construction equipment and materials and equipment to be incorporated in the work shall be placed so as not to injure any part of the work or existing facilities and so that free access can be had at all times to all parts of the work and to all Public Utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

60. INSUFFICIENCY OF SAFETY PRECAUTIONS:

If at any time, in the sole judgment of the Engineer, 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 Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the

Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguards into proper and approved condition, 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

Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Engineer or Town in so doing. Such action of the Engineer, or his 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, judgments, awards or damages resulting from, by reason of or in connection with any failure to take safety precautions or the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this article or for failure to comply with the provisions of any State or Federal Occupational Safety and Health Laws, Rules or Regulations.

61. SANITARY REGULATIONS:

When deemed necessary by the Engineer, the suitable Contractor shall provide sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Town, or on adjacent property.

The Town and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

62. DELETE

63. DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

64. WORK TO CONFORM:

During its progress, and on its completion, the work shall conform truly to the lines, levels and grades indicated on the drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the drawings, specifications and other contract documents and the directions given from time to time by the Engineer.

65. COMPUTATION OF QUANTITIES:

For estimating quantities in which the computation of areas by Geometric methods would be comparatively laborious, it is agreed that the Planimeter shall be

considered an instrument adapted to the measurement of such areas. It is further agreed that the computation of the Volume Prismoids shall be by the method of average end areas.

66. PLANNING AND PROGRESS SCHEDULES:

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

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer a written schedule fixing the respective dates for the start and completion of various parts of the work. The Contractor shall update the schedule on a monthly basis and submit each schedule to the Engineer for review, approval and change where necessary during the progress of the work.

67. PRECAUTIONS DURING ADVERSE WEATHER:

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by the use of plastic sheets, tarpaulins, wood and building-paper shelters or other approved means.

The Engineer may suspend construction operations at any time when, in his sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be.

68. AS-BUILT DRAWINGS:

The Contractor shall be responsible for maintaining a set of as-built drawings during the course of the work for examination by the Engineer.

69. SCOPE OF WORK:

The intent of the contract is to complete the work or improvements in full compliance with the plans, specifications, technical specifications, special notes, etc.

A. Quantities

The unit bid prices shall be applied to the applicable quantities actually used and accepted in the performance of this project. Quantities have been established using the best information available for accuracy. In some instances, however, quantities may have been provided for some items in order to establish a unit price in the eventuality that the item of work may occur during the construction of the project.

Should the actual quantities constructed vary from those estimated, whether higher or lower, the Contractor is made aware that the applicable item will be paid for based upon his unit bid price bid for that item. Exceptions to this article are noted below in section C, Change in Project Scope.

B. Cost Plus Items:

If the Town orders the performance of any work not covered by the drawings or specifications, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a Cost-Plus percentage basis of payment as follows:

1.0 Direct Labor And Foreman Costs - For all labor including equipment operators, and foremen in direct charge of the specific operation, the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the current local minimum prevailing wage rate, per hour, per position, in accordance with the current State of Connecticut, Labor Department Minimum Rates & Classifications for Heavy Construction. Compensation shall be for each hour that said labor and foreman are actually engaged in such work, including such overtime as provided by existing laws and regulations. In addition the contractor shall receive for each hour worked, the actual costs paid to, or in behalf of workmen, by reason of allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work. All personnel above the grade of foreman are excluded from receiving compensation under this section.

An amount equal to 20 percent of the total sums as specified above (1.0) will also be paid the contractor.

1.1 Other Labor Costs - The Contractor shall also be allowed to add to such direct labor and foremen costs, the following items:

Social Security Tax at the percentage legally required; Unemployment Ins., at the percentage legally required; Workmen's Compensation insurance at policy percentage rate; Property/liability damage insurance premiums;

An amount equal to 6 percent of the total sums as specified above (1.1) will also be paid the contractor.

1.2 Materials - For all materials used, the Contractor shall receive the actual cost of such materials, including freight and delivery charges, as shown by original receipted bills to which shall be added a sum equal to fifteen (15) percent.

1.3 Equipment Rental - For machinery, trucks, or equipment, exclusive of operator's hire, and except small tools and equipment for which no rental is allowed, which it may be deemed necessary to use, the Town will allow the Contractor the cost of renting such machinery, trucks, or equipment, which shall include fuel and lubricants, as are actually used in the performance of the work, but to which no percentage shall be added. Equipment rental costs will be based upon the "Rental Rate Blue Book" including Rate Adjustment Tables and amendments as published by Dataquest, Inc., San Jose, California or a lower rate if so submitted by the Contractor, and must be approved by the Town prior to any work being performed.

1.4 Sub-Contracts - Cost-Plus work may be performed by a subcontractor only when (a) the Contractor has obtained approval of the subcontractor by the Town and (b) the work has been performed by the subcontractor in strict compliance with the terms of the contract. In such event, the Contractor shall receive the cost of any such sub-contract to which shall be added a sum equal to ten (10) percent.

1.5 Superintendence - The foregoing payments shall be received by the Contractor as payment in full for all work done on a Cost Plus basis, and shall be accepted to cover all general superintendence, use of small tools and equipment for which no rental is allowed, job and general overhead, bonding, expenses, and anticipated profit.

2.0 The cost of the work done each day shall be submitted to the Engineer in a satisfactory form, on the succeeding day and shall be approved by him or adjusted accordingly.

3.0 Monthly payments of all charges for extra work, whether priced on the Cost Plus basis or an agreed-upon basis, shall upon completion, and approval, be requested with the subsequent monthly progress billing.

C. Change of Project Scope

In the event that the overall scope of the project is increased or decreased by 25% or more, either party to the contract may request a revised contract consideration to the stipulated bid unit prices that may be affected by the change. After agreement is reached by the Town and contractor on revised unit prices, a change order will be issued reflecting these changes. The re-negotiated unit prices will be based on the original contract unit prices with additions or subtractions indicated so as to justify the new unit price to the satisfaction of the Town. The revised unit prices will be applied only to that portion of the project in which the scope has been changed, in accordance with this article, and shall not be applied to any of the quantities of the original bid. An example of such a change may be the addition to or deletion of the originally stated project areas.

All of the above requirements shall be carried out in accordance with the provisions of the Trumbull Code, Article II, Purchasing, Section 23-18.4, Contracts.

70. FIELD OFFICE

Not applicable for this project.

71. COORDINATION OF PLANS/SPECIFICATIONS

Any requirement on the plans or in these Specifications, Special Notes/Provisions shall be equally binding on the Contractor.

In case of conflict, the plans shall take precedence over the Specifications. Special Notes/Provisions shall take precedence over plans and Specifications.

72. NO PAYMENT

Unless otherwise provided for by a specific Contract Item, no separate payment shall be made for any of the requirements as described in the above General Specifications, but shall be deemed included in the total bid price for all the work in this Contract.

73. NOISE

The Contractor will be required to limit noise operations pursuant to Town of Trumbull Charter Chapter 164 -1 to and including Chapter 164 -13



Agriscience and Biotechnology Center Parking Lot Improvements

STATEMENT OF QUALIFICATIONS

STATEMENT OF QUALIFICATIONS

All information below may be required of any/all bidders after submission.

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.

1. Name of Bidder.
2. Permanent main office address and telephone.
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 dates of completion.)
7. General character of work performed by your company.
8. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
9. Experience in construction work similar in nature and complexity to this project.
10. Have you ever failed to complete any work awarded to you?
If so, where and why?
11. Have you ever defaulted on a contract? If so, where and why?
12. List your major equipment available for this contract.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$_____
15. Give Bank reference: _____

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Town of Trumbull? _____
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.
18. 24Hr. Emergency Telephone No. _____
 Dated at _____ this ____ day of _____, 20__.

 By _____
 Title _____

State of _____)

) ss.

County of _____)

_____ being duly sworn deposes and says that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

 Notary Public

My commission expires _____, 20__.



Agriscience and Biotechnology Center Parking Lot Improvements

SPECIAL NOTES

SCOPE OF WORK

The contractor shall provide all labor, material and equipment required to perform work of Improvements at the AgriScience School in the locations described in the bid documents, plans and specifications and as directed by the Town Engineer or his designee.

Excavation for Drainage Structures and pipe:

All trench excavated material including soil, asphalt, pipe, catch basin and manhole structures shall be removed from the trench, loaded into trucks and disposed of off-site at a location that accepts this material.

Bedding material shall be provided by the contractor and will be included in the price for structure and pipe.

If the Town exercises alternate A-1, the processed aggregate base material will be provided by the Town of Trumbull and will be loaded by Town staff at Indian Ledge Park. The contractor will provide trucks to haul the material to the project site.

The gates to Indian Ledge Park are open from 7:30 AM to 3:00 PM during normal Town business days. The contractor will need to make arrangements with Trumbull DPW for access to Indian Ledge Park outside of these normal hours.

Inlet Protection:

The contractor will install and maintain inlet protection at the locations and per the detail as shown on the plans or as directed by the Town Engineer or assigned representative.

Dust Control:

The contractor is responsible for dust control which may require sweeping and/or the application of calcium chloride. There will be no separate payment for dust control.

SPECIAL CONDITIONS

TIME FOR COMPLETION, CONTRACT TIME AND LIQUIDATED DAMAGES

1. The work under this Contract shall commence within Twenty (20) calendar days of the Notice to Proceed.
2. After the work has begun, it shall continue in an orderly fashion such that all contract work is completed by August 12, 2016.
3. Liquidated damages charge to apply will be Nine Hundred Dollars (\$900.00) per calendar day after the contract time has expired.

LAYOUT OF WORK

1. All proposed improvement locations will be completed by the Contractor.
2. The Contractor is responsible for notifying " Call Before You Dig" (811 or 1-800-922-4455) at least two full working days in advance of the excavation work to locate buried utility pipes and cables. No additional payment will be made for notifying call before you dig.

COMMUNICATION

1. All communications, written and via telecommunications shall be made to:

Frank Smeriglio
Trumbull Town Engineer
Trumbull Town Hall
5866 Main St.
Trumbull, CT 06611
Tel.: 203-452-5050
Email: fsmeriglio@trumbull-ct.gov

or to the assigned field representative.

AWARD OF WORK

1. The low bidder will be determined based upon the sum total of bids submitted, which are weighted based upon the estimated quantity of each item.
2. The Town of Trumbull may award the project based on either lowest of Base Bid or lowest of Based Bid and alternates Bids.

TIME RESTRICTIONS

1. This project needs to be completed during AgriScience summer recess therefore on-site work will be begin after June 20, 2016 and must be completed by August 16, 2016.

Connecticut Prevailing Wage Rates

TECHNICAL SPECIFICATIONS

Standard DOT Form 816 and Special Provision Pay Items

Item	
1	Cut Bituminous Concrete Pavement, All work under this item shall conform to Section 2.02 of Form 816.
2	Removal and Disposal of Bituminous Concrete Pavement (Pavement Type-1 and Type-3 Areas), All work under this item shall conform to Section 2.02 of Form 816.
3	Excavation and Disposal (Pavement Type-1 Area), All work under this item shall conform to Section 2.02 of Form 816.
4	Cold Reclaimed Bituminous Concrete (Pavement Type-2 Area), See special provision item 043869A. The work under this item shall include handling of Cold Reclaimed Bituminous Concrete and transporting surplus material to Indian Ledge Park.
5	Excavation and Transport to Indian Ledge Park (Pavement Type-3 Area), All work under this item shall conform to Section 2.02 of Form 816.
6	Silt Fence, All work under this item shall conform to Section 2.19 of Form 816.
7	Inlet Protection, See special provision Item 7.
8	Furnish Processed Aggregate Base, All work under this item shall conform to Section 3.04 of Form 816
9	Placement and Compaction of Processed Aggregate Base, All work under this item shall conform to Section 2.02 of Form 816.
10	Furnish and Placement of ¾" Crushed Stone, All work under this item shall conform to Section M.01 of Form 816.
11	Furnish and Placement of Geotextile Fabric, All work under this item shall conform to Section 7.55 of Form 816.
12	Bituminous Concrete Binder Course, All work under this item shall conform to Section 4.06 of Form 816.
13	Bituminous Concrete Surface Course, All work under this item shall conform to Section 4.06 of Form 816.
14	Material for Tack Coat, All work under this item shall conform to Section 4.06 of Form 816.
15	Bituminous Concrete Lip Curb, All work under this item shall conform to Section 8.15 of Form 816.
16	Catch Basin, See special provision Item 16.
17	2' Catch Basin Sump, See special provision Item 17.

18	Type C Catch Basin Top, See special provision Item 18.
19	6" Perforated PVC SDR-35, See special provision Item 19.
20	12" PVC SDR-35, See special provision Item 20.
21	15" PVC SDR-35, See special provision Item 21.
22	18" PVC SDR-35, See special provision Item 22.
23	15 x 6" PVC Tee connection SDR-35, See special provision Item 23.
24	Intermediate Rip Rap, All work under this item shall conform to Section 7.03 of Form 816.
25	Concrete Curb, All work under this item shall conform to Section 8.11 of Form 816.
26	5" Concrete Sidewalk, All work under this item shall conform to Section 9.21 of Form 816.
27	8" Concrete Sidewalk, All work under this item shall conform to Section 9.21 of Form 816.
28	Topsoil, All work under this item shall conform to Section 9.44 of Form 816.
29	Turf Establishment, All work under this item shall conform to Section 9.50 of Form 816.
30	Handicap Bollard/Signs, All work under this item shall conform to Section 12.08 of Form 816.
31	Painted Pavement Markings, All work under this item shall conform to Section 12.10 of Form 816.
A-1	Town Provided Processed Aggregate Base, All work under this item shall conform to Section 3.04 of Form 816.
A-2	Disposal of Soil (Pavement Type-1 Area) on Hill Crest School Site, All work under this item shall conform to Section 2.02 of Form 816.

ITEM 7 – Inlet Protection

Description:

This work shall consist of installation of inlet protection at catch basin at the locations and in conformance with the details as shown on the plans or as directed by the Engineer.

Materials:

All materials shall be provided by the Contractor and shall meet the current standards of the affected service.

1. Siltsack ® shall be a manufactured by ACF Environmental, 2831 Cardwell Road, Richmond, VA 23237 or approved equal.

Construction Methods:

The contractor shall install the Siltsack in accordance with the manufacturer’s recommendations. The contractor shall maintain and clean the Siltsack when filled or directed. The contractor shall dispose of the material accumulated in the Siltsack in accordance with all applicable regulations.

Method of Measurement: The work and materials shall be measured for payment as each “Inlet Protection” installed and accepted in place. The Inlet Protection will only be measured once for each location regardless of the number of times it is cleaned and reset.

Basis of Payment: This work will be paid for at the contract unit price per each “Inlet Protection” complete in place, which price shall include, and all materials, equipment, tools and labor incidental thereto.

<u>Item Number</u>	<u>Item Name</u>	<u>Pay Unit</u>
5	Inlet Protection	Each

ITEM 16- CATCH BASINS
ITEM 17 - 2' CATCH BASIN SUMP
ITEM 18 - CATCH BASIN TOPS, TYPE "C"

Catch basins shall be constructed in accordance with FORM 816, Article 5.07, supplemented or amended as follows:

Article 5.07.01 - Description: Add the following:

This item shall include the removal and disposal of existing structures where proposed catch basins, manholes and drop inlets are shown to replace an existing structure.

Article 5.07.03 - Construction Methods: Add the following:

Where proposed catch basins are shown in the same location as existing catch basins, the Contractor shall remove and properly dispose of the existing structure prior to installation of the proposed catch basin. The Contractor shall take care to protect existing pipes shown to remain during the removal of existing catch basins. Reconnect pipes to the proposed catch basin.

All proposed catch basins shall be cleaned after substantial completion of the storm drainage project to remove any debris and/or sediment accumulated during construction activities.

Article 5.07.04 - Method of Measurement: Add the following:

1. Removal of existing catch basins or manholes will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Catch Basins, Catch Basin Sumps or Catch Basin Tops.
2. Excavation and backfill, including temporary pavement repair and/or restoration, for new catch basins, manholes or drop inlets, will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Catch Basins, Catch Basin Sumps or Catch Basin Tops.
3. Catch Basins will be measure for payment in vertical feet from the top of the precast sump to the bottom of the concrete top and will include the brick courses.
4. 2' Catch Basin Sumps will be measured for payment for each sump that is installed and completed in place
5. Catch Basin Tops will be measured for payment for each top that is installed and completed in place.

There will be no direct measurement for the cleaning of proposed catch basins, manholes or drop inlets. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Catch Basins, Catch Basin Sumps and Connection to Existing Catch Basin or Manhole.

Article 5.07.05 – Basis of Payment: Delete the following:

“**1. Excavation** will be paid for as “Trench Excavation” in accordance with the provisions of FORM 816, Article 2.05.05.”

And replace with the following:

“**1. Excavation:** There will be no separate payment for excavation and backfill, including temporary pavement repair and/or restoration. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Catch Basins, Manholes and Drop Inlets.”

There will be no direct payment for the cleaning of proposed catch basins, manholes or drop inlets. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Catch Basins, Manholes and Drop Inlets.

<u>Item Number</u>	<u>Item Name</u>	<u>Pay Unit</u>
1	Catch Basin	VF
2	2' Catch Basin Sump	Each
3	Catch Basin Tops- Type “C”	Each

ITEM 19 - 6" PERFORATED PVC
ITEM 20 - 12" PVC
ITEM 21- 15" PVC
ITEM 22- 18" PVC
ITEM 23 - 15" X 6" PVC, TEE CONNECTION

New pipe culverts shall be constructed in accordance with FORM 816, Article 6.51, supplemented or amended as follows:

Article 6.51.01 - Description: Add the following:

This item shall include the removal and proper disposal of existing pipe culverts where new pipe culverts are shown to replace existing pipe culverts.

Article 6.51.03 – Construction Methods: Add the following:

Where new culverts are shown to replace existing culverts, the Contractor shall remove and properly dispose of the existing culvert prior to installation of the new culvert. The Contractor shall take care to protect existing structures shown to remain during the removal of existing culverts. Connect new culverts to the new or existing catch basins, manholes and drop inlets as shown. The contractor is responsible for maintaining the flow in the system during rainfall or runoff events.

Article 6.51.04 - Method of Measurement: Delete the following sections:

4. Excavation for Trench will be measured for payment in accordance with Article 2.05.04.

5. Gravel Fill will not be measured for payment.

6. Bedding Material will not be measured for payment.

And add the following sections:

Removal of existing pipe culverts will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Culverts of the type, size and length called for on the plans or as ordered.

Excavation, backfill, gravel fill, bedding material, temporary pavement repair and/or lawn restoration for new culverts will not be measured for payment. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Culverts of the type, size and length called for on the plans or as ordered.

Article 6.51.05 – Basis of Payment: Delete the following sections:

And replace with the following sections:

There will be no separate payment for the removal of existing pipe culverts. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Culverts of the type, size and length called for on the plans or as ordered.

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There will be no separate payment for excavation, backfill, gravel fill, bedding material and temporary pavement repair and/or lawn restoration for new culverts. All materials, equipment, tools and labor incidental thereto shall be included in the Bid price for Culverts of the type, size and length called for on the plans or as ordered.

<u>Item Number</u>	<u>Item Name</u>	<u>Pay Unit</u>
15	6" Perforated PVC	LF
16	12" PVC	LF
17	15" PVC	LF
18	18" PVC	LF
19	15" X 6" PVC, TEE CONNECTION	EACH

ITEM #0403869A - COLD RECLAIMED ASPHALT PAVEMENT

4.03.01 - Description: Work under this item shall consist of the preparation of a stabilized subbase course composed of a mixture of the existing bituminous concrete pavement and the underlying granular material. The manufacture of the stabilized subbase course shall be done by in-place pulverizing and blending of the existing pavement and underlying granular materials, the introduction of the additive calcium chloride and compaction. The process which results in a stabilized subbase course shall be accomplished in accordance with these specifications and conform to the specified grades and cross-sections shown on the plans or as directed by the Engineer.

Where necessary, existing subgrades will be modified (raised, lowered or modified with additional aggregate) to meet required design specifications. Any modification of this nature, if required, such as but not limited to the excavation and replacement of unsuitable materials, and shaping and fine grading the subgrade, will be accomplished under separate payment items. Movement of the cold reclaimed asphalt pavement subbase material to and from the roadway for these modifications is also to be accomplished under a separate payment item.

Existing asphalt pavement shall be pulverized to a depth of twelve (12) inches from the top of the existing pavement surface unless otherwise specified.

A 500 foot test strip will be constructed at the beginning of the project at a location approved by the Engineer.

4.03.02 - Materials: Materials for reclaimed asphalt pavements shall consist of existing bituminous pavement and the underlying granular material. When it is necessary to alter the gradation of the cold reclaimed asphalt pavement subbase course or raise the grade line, additional aggregate or subbase material may be added as directed by the Engineer.

If it is necessary to raise or lower any utilities or underdrains, the trench backfill material shall meet Section M.02.05 or have the approval of the Engineer.

Samples of material will be obtained by the Materials Testing Laboratory as often as deemed necessary by the Assistant Manager of Materials Testing.

A liquid calcium chloride solution shall be added to stabilize the surface of the reclaimed asphalt pavement subbase that will carry traffic prior to placement of bituminous concrete. The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride.

The calcium chloride solution shall meet the following material specifications (ASTM D98; AASHTO-M144):

Calcium Chloride	35% +/-1%
Alkali Chloride as NaCl	2% max.
Magnesium as MgCl	0.1%

Typical composition (in lbs. per gallon)

Calcium Chloride	5.05
Sodium Chloride	0.2
Magnesium Chloride	0.004
Calcium Sulfate	0.004
Water	<u>6.002</u>
	11.260

Prior to the application of calcium chloride solution the surface of the cold reclaimed asphalt pavement subbase that will carry traffic shall be scuffed or furrowed by a grader to provide grooves approximately two inches in depth spaced approximately one foot apart, or as approved by the Engineer, to allow for sufficient penetration of the calcium chloride. The calcium chloride solution shall be uniformly distributed over the cold reclaimed asphalt pavement subbase at an application rate of 0.4 gallons per square yard or as determined by the Engineer.

The distributor for the calcium chloride solution shall be capable of applying liquid calcium chloride in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway, at any length of spray bar up to twenty feet. The distributor shall be capable of maintaining a uniform rate of distribution of solution regardless of change in grade, width or direction of the road. The distributor shall be equipped with a Digital Volumetric Accumulator capable of measuring gallons applied and distance traveled. The volume and measuring device shall be equipped with a power unit for the pump so that application is by pressure and not gravity. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of solution throughout the entire length of the spray bar at all times while operating, and shall be adjustable laterally and vertically.

Application of the calcium chloride solution shall be completed in continuous segments. Each segment must be reclaimed, compacted, stabilized by calcium chloride and compacted again before it is opened to traffic. The calcium chloride solution shall not be applied when it is raining or when rain is forecast within one hour of placement.

Additional aggregate, if required, shall meet or exceed Article M.02.06 sections (2) Plasticity, (3) Resistance to Abrasion, and (4) Soundness.

4.03.03 - Construction Methods: Prior to the start of the pavement pulverization, all utilities and drainage systems shall be relocated as necessary.

Methods, equipment, tools, and any machinery to be used during construction shall be approved by the Engineer prior to the start of the project. Prior to the actual pulverization of the pavement, drop inlets or catch basins that might be affected shall be sufficiently barricaded so as to prevent silt or runoff from plugging the drainage system.

Sufficient surface drainage must be provided for each stage of construction so that ponding does not occur on the stabilized subbase course prior to the placement of bituminous concrete.

Reclamation shall be accomplished by means of a self-propelled, traveling rotary reclaimer or equivalent machine capable of cutting through existing asphalt to depths of up to twelve (12) inches with one pass. Equipment such as road planers or cold milling machines designed to mill or shred the existing bituminous concrete, rather than crush or fracture it, shall NOT be allowed. Existing bituminous concrete and the underlying granular material must be pulverized and mixed so as to form a homogenous mass of cold reclaimed asphalt pavement subbase material which will bond together when compacted.

Cold reclaimed asphalt pavement subbase shall conform to the grading requirements set forth in Article M.02.06, Grading B.

The need for additional aggregate will be determined by examining the results of a 500 foot test strip to be performed at the beginning of the project. Additional aggregate, if necessary, shall be added during the pulverization process to ensure that it is thoroughly mixed into the cold reclaimed asphalt pavement subbase. Subgrade changes will be necessary to meet proposed grade lines and cross sections. In areas where the proposed roadway grade is below the present grade, the existing asphalt shall be reclaimed in-place and then placed in windrows or stockpiled while the additional excavation is performed. When the proposed subgrade elevation is achieved the reclaimed asphalt material will be placed back onto the roadway in lifts no greater than five (5) inches in depth before being compacted. Calcium chloride solution will be placed over the final lift of cold reclaimed asphalt pavement subbase after it is compacted and furrowed as described in Section 4.03.02. The treated surface will be compacted again before traffic is allowed to pass over it.

Compaction shall be achieved by the use of a vibratory roller having the capability of producing high amplitude and low frequency vibrations. The compaction of each lift of cold reclaimed asphalt pavement subbase shall be a minimum of 95% of the proctor wet density (AASHTO T-180D).

4.03.04 - Method of Measurement: The cold reclaimed asphalt pavement work shall be measured for payment in square yards. The thickness will be as indicated on the plans, within plus or minus one (1) inch.

Measurement to determine the thickness will be made by the Engineer at intervals of 250 feet or as directed by the Engineer. Areas not within allowable tolerance shall be corrected, as ordered by the Engineer, without additional cost to the State.

Additional aggregate, if required, shall be measured for payment by the number of tons of aggregate delivered and incorporated into the cold reclaimed asphalt pavement subbase.

4.03.05 - Basis of Payment: This work shall be paid for at the contract unit price per square yard for "Cold Reclaimed Asphalt Pavement". This price shall include all pulverizing, preparation, mixing, shaping, compacting and finishing of the cold reclaimed asphalt pavement subbase as well as the addition of liquid calcium chloride and final compaction after it is applied. The unit price also includes all materials, equipment, tools and labor incidental to the work described above.

Additional aggregate, if required, will be paid in accordance with Article 1.09.04 "Extra and Cost-Plus Work" by the unit price per ton delivered to the project site. Handling cold reclaimed asphalt pavement when removed from and returned to the roadway shall also be paid under a separate pay item.

Pay Item	Pay Unit
Cold Reclaimed Asphalt Pavement	S.Y.