



**INFORMATION FOR BIDDERS
PROPOSAL - SPECIFICATIONS**

FOR

MULTI PLATFORM TRUCK SCALE

PROJECT NO. 11-15

NOVEMBER 2012

**TOWN OF GREENWICH
CONNECTICUT**

**ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR BID

Sealed bids, one (1) original and two (2) copies, will be received in the Office of the Purchasing Department and shall be opened and read aloud in the Engineering Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at 10 o'clock a.m. (prevailing time) on **Tuesday, January 8, 2013** for the following work:

Multi Platform Truck Scale
Town Project No. 11-15

A Bid Bond for Ten Thousand Dollars (\$10,000) must accompany each bid.

Bidders may be required to submit data covering financial resources, equipment and ability to perform the work rapidly and in a satisfactory manner.

The right is expressly reserved to reject any or all bids, to waive any informalities in the bids, or to accept such bids as appear to be in the best interest of the Town.

Specifications may be obtained on the Town's website, www.greenwichct.org. **It is the responsibility of the prospective bidder to check the website for any addenda issued up to 48 hours prior to the bid opening.**

Specifications will be posted to the Town's website and may be downloaded at no cost.

Bidders shall complete the Vendor Information & Signatory Form for all Contracts equal to or in excess of \$250,000.00. Failure to complete the Vendor Information & Signatory Form, located in Section 2, will cause the contractors bid to be disqualified.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed, insurance coverage requirements and minimum wage rates to be paid under the contract, and construction safety and health course requirements.



Amy J. Siebert, P.E.
Commissioner of Public Works

Date: November 29, 2012

SECTION 1
INFORMATION FOR BIDDERS

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INFORMATION FOR BIDDERS

1.1 RECEIPT AND OPENING OF BIDS.

Sealed bids, one (1) original and two (2) copies, will be received in the Office of the Purchasing Department and shall be opened and read aloud in the Engineering Conference Room, Town Hall, 101 Field Point Road, Greenwich, Connecticut at 10 o'clock a.m. (prevailing time) on **Tuesday, January 8, 2013** for the following work:

Multi Platform Truck Scale
Town Project No. 11-15

1.2 LOCATION AND DESCRIPTION OF WORK TO BE DONE.

The work herein specified to be done consists of the installation of a multi platform concrete deck truck scale and appurtenances at the Holly Hill Transfer Station in Greenwich Connecticut, all as more particularly indicated, shown or described in the drawings, specifications and other contract documents and as described by the Engineer.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do all work required for the completion of each item of the work and as herein specified.

The location, general characteristics and principal details of the work are indicated in the specification which are located herein.

1.3 CONTRACT DOCUMENTS.

The 'Drawings', 'Request for Bid', 'Information for Bidders', 'Forms for Bid', 'Agreement' and 'Bonds', 'General Conditions' and 'Technical and Materials Specifications' become the contract documents and may be obtained on the Town's website, www.greenwichct.org.

Drawings and specifications will be posted to the Town's website and may be downloaded at no cost. Drawings taken from the Town's website and printed on the bidder's equipment may not be to scale.

1.4 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS.

In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or other contract documents or the equality or use of products or methods other than those designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and other contract documents, including addenda, as described below, is given informally, for information and the convenience of the bidder only, and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assess any claim or demand against the Town or the Engineer on account thereof.

To receive consideration, such questions shall be submitted in writing to Gabriella M. Circosta-Cohee, P.E., Civil Engineer I, Engineering Division, 101 Field Point Road, Greenwich CT 06830 or by email to gabriella.cohee@greenwichct.org at least five (5) days before the established date for receipt of Bids. If the questions involve the acceptability or use of any unspecified products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the acceptability, equality and suitability of the unspecified product or method. In general, the Engineer will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for

incorporation into the work.

The Engineer will set forth as addenda, which shall become a part of the contract documents, such questions received as above provided as in their sole judgment are appropriate or necessary and their decision regarding each. **It is the responsibility of the prospective bidder to check the Town's website (www.greenwichct.org) for any addenda issued up to 48 hours prior to the bid opening.**

The Contractor agrees to use the products and methods designated or described in the specifications as amended by the addenda. Any addenda issued shall take precedence over drawings or specifications.

Where there is a conflict between specifications and drawings, the higher standard shall prevail.

1.5 BIDDERS TO INVESTIGATE.

Bidders are required to submit their bids upon the following express conditions which shall apply to and be deemed a part of every bid received.

Bidders must satisfy themselves by personal examination of the site of the work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the work, the difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

Any subsurface information furnished is based on an interpretation made at specific locations as indicated and no assurance is given that these conditions are necessarily typical of other locations or that they have remained unchanged since the field data were obtained. Further, no assurance is given that the presence or absence of water and other subsurface conditions at the time of these explorations will be representative of actual conditions at the time of construction. The Contractor shall be solely responsible for any assumptions, deductions, or conclusions they may make or which may be derived from their examination of any available subsurface information.

1.6 INFORMATION NOT GUARANTEED.

All information given on the drawings or in the other contract documents relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not warrant guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the other contract documents and the bidder or Contractor shall assume all risk with respect to such conditions.

It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to them or obtained in any examination made by them in any manner as a basis of or ground for, any claim or demand against the Town or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work.

The Contractor shall dig test pits, contact appropriate parties, or do any other necessary work, and at their own expense, to locate subsurface and other structures both shown and not shown on the drawings, in advance to performing work near the structure.

1.7 BLANK FORM FOR BID.

All bids must be upon the blank form for "Bid Sheet", which is given in Section 2, and must state the proposed price of each item of the work, both in words and in figures, and be signed by the bidder with their business address and place of residence.

1.8 TIME LIMITS AND TIME CHARGE.

The Contractors shall commence with the work within ten (10) days after receipt of 'Notice to Proceed' from the Town.

Time is of the essence of this contract and as prosecution of the work will inconvenience property owners, vehicular traffic, and pedestrians and adversely affect business in the area, it is essential that the work be pressed vigorously to completion. Also, the cost to the Town of administration of the contract, including engineering, inspection and supervision of construction, will be increased or decreased as the time occupied in the work is lengthened or shortened and the deprivation to the residents of the Town of the needed improvement herein contracted for will cause damages to the Town, the exact amount of which will be difficult to ascertain. Therefore, in order to avoid the uncertainties and time consuming effort involved, it is hereby estimated that the reasonably probable, foreseeable damages which will arise in the event of the Contractor's delay are hereby expressed in terms of a time charge which will be made against the Contractor, and dates for completion, suspension and/or commencement of work will be established in accordance with the following provisions.

A time charge of One Thousand Dollars (\$1,000.00) per day will be made against the Contractor for each and every day (Saturdays, Sundays and legal holidays excluded) that the work is in progress beyond sixty (60) calendar days (no days excluded) after the Contractor has been notified to commence with the work. The amount of time charge will be deducted from the monthly and final payments due the Contractor as these are made. This time charge will continue, except as provided below, until the work is completed and accepted, but not including retainer, maintenance or repair period, if any. The Engineer's decision concerning whether the work has been completed shall be final, as provided in Article 4.4 of this contract.

Each bidder should include in their estimate of the cost of the work, a sum equal to the amount derived by multiplying said time charge by the number of days which they estimate the time charge will apply. This sum shall not appear as a separate item of the bid, but shall be distributed among the various items on which prices are asked on the bid sheet. The time charge will be suspended during the period of any delay that may be caused by the Town, either through change of plan or through ordering suspension of the work for any reason other than failure on the part of the Contractor to comply with the specifications, said suspension must be certified by engineer.

If any delay is caused to the Contractor by specific orders of the Engineer to stop the work (for reasons other than failure on the part of the Contractor to comply with the requirements of the contract documents), such delay will entitle the Contractor to an equivalent extension of time, and the suspension of the time charge only during such an extension of time. When extra or additional work is ordered by the Engineer, the Contractor will be allowed a suspension of the time charge expressed in days and derived by dividing the cost of such additional work by the time charge factor.

The time charge factor is that number derived by dividing the total amount of the contract on which the award is made by the number of days between date work is started and date of completion and acceptance of the repair and alteration, etc., deducting Saturdays, Sundays and legal holidays.

1.9 WITHDRAWAL OF BID.

Except as hereinafter in this article otherwise expressly provided, once their bid is submitted

and received by the Town for consideration and comparison with other bids similarly submitted, the Bidder agrees that they may not and will not withdraw it within one hundred twenty (120) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows

1. At any time prior to the designated time for the opening of bids
2. Provided the bid has not theretofore been accepted by the Town, at any time subsequent to the expiration if the period during which the bidder has agreed not to withdraw their bid.

Unless a bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the 'agreement' has been executed by both parties thereto or until Town notifies a Bidder in writing that their bid is rejected or that the Town does not intend to accept it, or returns their bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

1.10 CONTRACT BONDS.

The Bidder whose bid is accepted agrees to furnish the 'contract bonds' in the forms which follow in Section 5, entitled 'Contract Bonds', each in the sum of the full amount of the bid, including allowance for contingencies and extra work, and/or contract price as determined by the Engineer, and duly executed and acknowledged by the said Bidder as principle and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such bonds shall be paid by the Contractor. The 'Contract Bond' is only required for contracts exceeding \$100,000.

The Bidder must provide a letter from the bonding company stating that their company is able to receive performance bonding within one weeks time after receipt of award on the Town of Greenwich Performance, Maintenance and Payment Bond Form (enclosed herein) for this project in the total amount of the bid. The letter must be on the bonding company's letterhead with their name address and telephone number and must be submitted with the bid.

1.11 ABILITY AND EXPERIENCE OF BIDDER.

No award will be made to any Bidder who cannot satisfy the Town that they have sufficient ability and experience in this class of work and sufficient capital and plant to enable them to prosecute and complete the work successfully within the time named, or, where such time is not named, within reasonable period of time as is determined by the Engineer. The Town's decision or judgment on these matters shall be final, conclusive and binding.

The Town may make such investigations as it deems necessary, and the Bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

1.12 BIDS.

The Town may reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities.

1.13 RIGHT TO REJECT OR ACCEPT BIDS.

The Town reserves the right to reject any or all bids with or without reason, or to accept any bid even if it is not the low bid, should the Town deem it to be in the public interest or the interest of the Town to do so. The Town's decision on the qualifications of any bid and/or its decision to accept any bid, or reject any or all bids shall be final, conclusive and binding on all Bidders.

1.14 RIGHT TO ALTER FORM, QUANTITY, OF WORK.

The Town further reserves the right to make alterations in the lines, grade, plan, form and quantity of the work herein contemplated, either before award of contract to the successful Bidder and/or before or after the commencement of the work because of priority restrictions, insufficient funds in appropriations, or other cause. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or affect the prices bid for the various classes of work remaining. If they increase the amount of work, such increase shall be paid for according to the quantity actually done and at the price or prices bid for the various classes of work, or if not susceptible of classification, the price or prices shall be agreed upon in writing in advance, and in case of failure to so agree, the Contractor shall do the work as aforesaid as extra work.

1.15 EXECUTION OF AGREEMENT.

The Bidder whose bid is accepted will be required and agrees to duly execute the 'agreement' and furnish the required contract bonds and insurance certificates within ten (10) days after award of the contract.

1.16 INSURANCE CERTIFICATES.

The Bidder is required to submit with their bid a signed 'Insurance Procedure Form', enclosed herein. By signing this form, the Bidder acknowledges that they will provide the insurance coverage required for the contemplated work at no additional charge to the Town of Greenwich.

The Contractor will not be permitted to start any construction work until they have submitted certificates covering all insurance and in such form called for under that article of the 'agreement', titled 'Insurance', and has obtained approval in writing of such certificates from the Town.

1.17 COMPARISON OF BIDS.

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

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.

1.18 BID SECURITY.

Each bid must be accompanied by a Bid bond prepared on the form of Bid bond attached hereto duly executed and acknowledged by the Bidders, as principal, and by a surety company qualified to do business in the State of Connecticut and satisfactory to the Town, as surety.

The Bid Bond shall be in the sum of Ten Thousand Dollars (\$10,000) and shall be enclosed in the sealed envelope containing the Bid. Each Bid bond may be held by the Town as security for the

fulfillment of the Bidder's 'agreement' as hereinabove set forth and as set forth in the Bid Sheet. Should the Bidder fail to fulfill such agreements the Bid Bond shall become payable to the Town, as liquidated damages, otherwise, the bid check shall be returned to the Bidder as hereinafter provided, or if the security is a Bid Bond, the Bid Bond shall become null and void.

1.19 ITEMS.

The work to be done under this contract has been divided into parts or items to enable each Bidder to bid on the different portions of the work in accordance with their estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item.

1.20 MINIMUM PREVAILING WAGES.

The minimum prevailing wages paid on this project, when applicable, shall be as shown on the State of Connecticut Labor Department, Wage and Workplace Standards Division, 'Schedule of Prevailing Rates' a copy of which is attached to these specifications or, if not attached, shall be issued by addendum. See Section 4.48 of these specifications.

1.21 CONSTRUCTION SAFETY AND HEALTH COURSE

Pursuant to Connecticut General Statutes Section 31-53b the Bidder awarded a Contract for new construction of \$400,000 or more or rehabilitation, repair or the like of \$100,000 or more must furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with regulations adopted by the State of Connecticut Labor Commissioner. See Section 4.48 of these specifications.

1.22 NON-CONNECTICUT CONTRACTORS

Pursuant to Connecticut General Statutes § 12-430(7), as amended by Connecticut Public Act #11-61, Sec.66, a nonresident contractor shall comply with the State of Connecticut's bonding requirements.

1.23 SUPPLIERS AND SUBCONTRACTORS

The Town would appreciate it if all bidders would include Greenwich suppliers and subcontractors in solicitation of prices for the proposed work.

SECTION 2

BID

To the Town of Greenwich, Connecticut, herein called the Town, acting by and through its Department of Public Works Multi Platform Truck Scale, Town Project No. 11-15, Greenwich, Connecticut.

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows

- (1) The only parties interested in this bid as principals are named herein
- (2) This bid is made without collusion with any other person, firm or corporation
- (3) No officer, agent or employee of the owner is directly or indirectly interested in this bid

(4) They have carefully examined the site of the proposed work and fully informed and satisfied themselves as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this bid, and they have carefully read and examined the drawings, the annexed proposed 'agreement' and the specifications and other contract documents therein referred to and knows and understands the terms and provisions thereof

(5) And they understand that the quantities of work tabulated in this bid or indicated on the drawings or in the specifications or other contract documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.

And they agree that, if this bid is accepted they will contract with the Town, as provided in the copy of the contract documents deposited in the office of the Engineering Division of the Department of Public Works, this bid form being part of said contract documents and that they will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, tools, appliances, supplies and all within the time therein prescribed and according to the requirements of the contract documents and of the Engineer as therein set forth, and that they will take in full payment therefore the Lump-Sum or unit price applicable to each item of the work as stated in the following Bid Sheets.

Bidders must bid on each item. All entries in the entire bid must be made clearly and in ink. Prices bid must be written in both words and figures. Bidders should insert extended item prices obtained from quantities and unit prices and insert the total price and applicable addenda numbers where indicated.

Materials and supplies purchased for this Contract which are to be physically incorporated in and become a permanent installation in the work will be exempt from the Connecticut Sales and Use Tax under the Connecticut Education, Welfare and Public Health Tax Act. Each bidder shall take this exemption into account in calculating their Bid for the Work.

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 their information and convenience without any warranty or guarantee, express or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the drawings or in any of the other contract documents and they agree that they shall not use or be entitled to use any such information made available to them through the contract documents or otherwise or obtained by them in their 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 them 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 they have made due allowance therefore in this bid.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of Agreement, they will accept compensation as stipulated therein in full payment for such Extra Work.

If this bid is accepted by the Town, the undersigned agrees to complete the entire work provided to be done under the contract within the time stipulated in the Information for Bidders, Article 1.9 headed "Time Limits and Time Charge."

As provided in the Information for Bidders, the bidder hereby agrees that they will not withdraw this bid within one hundred twenty (120) consecutive calendar days after the actual date of the opening of bids, and that, if the Town shall accept this bid, the bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds and Insurance Certificates within ten (10) days after date of the award of the contract.

Should the bidder fail to fulfill any of their agreements as hereinabove set forth, the Town shall have the right to retain as liquidated damages, the amount of the bid check which shall become the Town's property. If a Bid Bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Town by surety.

The undersigned has read and agrees to provide the types and required insurance coverage limits, as defined by Article 4.6 "Insurance". The submitted bid includes the cost relating to the insurance requirements for the contract work.

The bidder, by submittal of this bid, agrees with the Town that the amount of the bid security deposited with this bid fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the bidder to fulfill their agreement as above provided.

(Name of Bidder)

(Signature and Title of Authorized Representative)

(Business Address)

(Type or Print Name of Authorized Representative)

(City and State)

(Affix Corporate Seal)

(Federal Tax Identification Number)

(Date)

(Telephone Number)

(Fax Number)

(Email Address)

**BIDDING SHEETS
FOR
MULTI PLATFORM TRUCK SCALE
TOWN PROJECT NO. 11-15**

TO: Amy J. Siebert, P.E.
Commissioner of Public Works
Town of Greenwich Town Hall
101 Field Point Road
Greenwich, CT 06836-2540

Date: _____
From: _____

Telephone: _____

Dear Madam:

_____ shall install and/or furnish all materials and perform all work as required by and as called for by the drawings and specifications for Town Project No. 10-14A Concrete Deck Truck Scale at the Holly Hill Transfer Station in Greenwich, CT.

Item No.	Estimated Quantity	Brief Description of Item and Bid in Writing and Figures	Total in Figures
10880	1	L.S. Truck Scale and Appurtenances, per Lump Sum _____ Dollars and _____ Cents (\$ _____)	\$ _____

For informal comparison only and not to be considered as part of this bid, the total price as described in the Information for Bidders, Article headed Comparison of Bids is for Project No. 11-15..... \$ _____

The Bid(s) include Addenda Number \$ _____

Notes:

1. Include "Time Charge" in the bid prices (see Article 1.9 of "Information for Bidders").
2. The contract will be awarded based on the BASE BID submitted by the lowest responsible bidder, as determined by Section 1.18 COMPARISON OF BIDS, of these Contract Documents.

The Bidder is - a corporation incorporated in the State of _____
 - A partnership - An Individual. (Bidder must add and delete as necessary to make the foregoing sentence read correctly.

If the Bidder is a corporation, Affix corporate seal and give below the names of its President, Treasurer and General Manager. If a partnership, give full names and residential addresses of all general partners and if an individual, give residential address if different from business address.

The required names and addresses of all persons interested in the foregoing bid, as principals, are as follows

PRINCIPAL NAME & TITLE	ADDRESS

_____ Affix Corporate Seal

The Bidder is requested to list below five (5) references for similar work of equal size to that included in the proposed contract that they have done within the last three years which will enable the Town to judge their experience, skill and business standing. Please include project date, contact person and phone number.

COMPANY NAME	PROJECT DATE	CONTACT PERSON	PHONE NUMBER

(ADD SUPPLEMENTARY PAGE IF NECESSARY.)

CERTIFICATE AS TO MINIMUM PREVAILING WAGES

The undersigned, being duly sworn, deposed and says

1. That they are the _____ of the Contractor,
(Title)

In the project hereinafter referred to, and is authorized to execute this certification on behalf of the Contractor,

2. In connection with Multi Platform Truck Scale, Town Project No. 11-15, Greenwich, Connecticut, it is hereby certified that the Contractor has read and understands the provisions of Section 4.48, Prevailing Wages, of these specifications and has included in their bid price the cost of compliance with their requirements.

3. This certification is made at the request of the Town of Greenwich for the purpose of inducing the Town to enter into a contract for the project work and knowing that the Town will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this _____ day of _____ 20____.

(SIGNATURE OF PERSON
AUTHORIZED TO SIGN)

(TYPE OR PRINT NAME OF PERSON
AUTHORIZED TO SIGN)

NOTARY PUBLIC

Vendor Information & Signatory Form
For all Contracts equal to or in excess of \$250,000

Vendor Name: _____

Business Address: _____

Telephone: _____ Fax: _____

Email: _____ Web Site: _____

Type of Entity: Corporation: _____ Type of Corp.: _____ LLC: _____
Partnership: _____ Joint Venture: _____ Sole Proprietorship: _____
Other (please describe): _____

1. CT State Business License Number (if applicable): _____
State Agency issuing license: _____
2. Number of years in business under entity name: _____
3. Full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)
4. Has the entity changed its name within the past 3 years?
a YES NO
5. If yes, provide former name(s): _____
6. Have there been any recent (within the last three years) changes in control/ownership, > 20% of the entity?
a YES NO
7. If yes, explain. (use a separate sheet of paper if necessary)
8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?
a YES NO
9. If yes, please explain. (use a separate sheet of paper if necessary)
10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, or regulatory action or settlements, lawsuit or other legal action >\$25,000 involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?
a YES NO
11. If yes, please explain. (use a separate sheet of paper if necessary)
12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?
a YES NO
13. Name and title of person completing / responsible for submission of this RFP or contract and the responses to this questionnaire: _____
14. Telephone number and email address for person identified in questions #13:
Phone NO.: _____ Email Address: _____
15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of \$250,000.
a YES NO

Name of Insurance Carrier: _____

The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

Vendor Information 8t Signatory Form (continued)

16. Have any claims been made against the entity's performance bond? YES NO

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

a YES States: _____ NO

With regard to this item No.17, the vendor understands and agrees that it has a continuing obligation to inform the Town if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town Informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

18. Signature _____ Date: _____

Name and Title (Print) _____

SECTION 3

BID BOND

INSTRUCTIONS IN USE OF BOND FORM

1. The Bid Bond form given on the following pages shall be used.
2. The surety on the Bond may be any corporation authorized to act as surety in the State of Connecticut.
3. The full name and business or residence address of each individual party to the Bond shall be inserted in the space provided therefore, and each such party shall sign the Bond with their usual signature on the line opposite the scroll seal.
4. If the principals are partners, their individual names appear in the space provided therefore, with the recital that they are partners composing a firm, naming it, and the Bond shall be executed by a general partner who has been authorized to act on behalf of the partnership.
5. If the principal or surety is a corporation, the name of the state in which incorporated shall be inserted in the space provided therefore and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case a scroll of adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for a corporation shall be certified by a proper officer, in lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by a proper office, under the corporate seal, to be true copies.
7. If the principal or surety is a Limited Liability Company (LLC), the names of the members shall appear in the spaces provided therefore, with the recital that they are members of an LLC, naming it, and the Bond shall be executed by a managing member who has been authorized to act on behalf of the LLC. The official character and authority of the person or persons executing the Bond for an LLC shall be certified by a proper managing member. In lieu of such certificate, there may be attached to the Bond, copies of so much of the records of the LLC as will show the official character and authority of the members signing, duly certified by a proper member to be true copies.
8. The date of this Bond must not be prior to the date of the instrument in connection with which it is given.

FORM OF BID BOND

***** BID BOND *****

TOWN OF GREENWICH

_____ Date Bond Executed

Principals

Surety

_____ Penal Sum of Bond (Expressed in Words and Figures)

_____ Date of Bid

Know all persons by these presents, that we, the principals and surety above named, are held and firmly bound unto the Town of Greenwich, Connecticut, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such, that whereas the principals have submitted the accompanying Bid, dated as shown above, for the **Multi Platform Truck Scale, Town Project No. 11-15**.

Now, therefore, if the principals shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to them for signature, execute such further contractual documents, if any, as may be required by the terms of the Bid as accepted, and give bonds with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of the resulting contract, and for the protection of all persons supplying labor and materials in the prosecution of the work provided for in such contract or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Town of Greenwich, Connecticut, the difference between the amount specified in said Bid and the amount for which said Town may procure the required work, supplies and services, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In witness whereof, the above-bounden parties have executed this instrument under their several seals on the date indicated above. The name and corporate seal (if applicable) of each corporate party being hereto affixed.

Name of Partnership

(SEAL)

Business Address

Partner - (Hereunto Duly Authorized)

IN THE PRESENCE OF

WITNESS

INDIVIDUAL PRINCIPAL

1. _____ AS TO

(SEAL)

2. _____ AS TO

(SEAL)

3. _____ AS TO

(SEAL)

4. _____ AS TO

(SEAL)

ATTEST

*

*

CORPORATE PRINCIPAL

*

BUSINESS ADDRESS

*

AFFIX
SEAL

*

*

BY-(HEREUNTO DULY AUTHORIZED)

*

*

TITLE

ATTEST

*

*

CORPORATE SURETY

*

BUSINESS ADDRESS

*

AFFIX

*

BY-(HEREUNTO DULY AUTHORIZED)

*

*

TITLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, Certify that I am the _____
of the Corporation/Limited Liability Company named as Principal in the within Bond, that
_____,
who signed the said Bond on behalf of the Principal, was then _____
of _____ said Corporation/Limited Liability Company, that I know
their signature and their signature thereto is genuine, and that said Bond was duly signed, sealed (if a
Corporation) and attested for and in behalf of said Corporation/Limited Liability Company by authority
of its governing body.

(CORPORATE SEAL)

(CORPORATE SECRETARY)

SECTION 4
AGREEMENT

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This agreement, herein referred to as the "Agreement", executed this _____ day of _____ in the year Two Thousand and _____, by and between the Town of Greenwich, Connecticut, acting _____ Through its Department of Public Works, duly authorized therefore, which acts, herein solely for said Town and without personal liability to itself, Party of the first part, and _____ Party of the second part.

Witnesseth, that the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for themselves and their heirs, executors, administrators, successors and assigns, as follows

4.1 DEFINITIONS.

Wherever the words hereinafter defined or pronouns used in their stead occur in the contract documents, they shall have the following meaning

The word 'Owner' or 'Town' shall mean the party of the first part above designated.

The word 'Contractor' shall mean the party of the second part above designated.

The word 'Architect' and/or the word 'Engineer' shall mean that person or firm duly appointed by the Town to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

The word 'Specifications' when used herein shall be deemed to refer to the General Conditions, Technical and Materials Specifications and Special Conditions, if any.

The words 'Herein', 'Hereinafter', 'Hereunder' and words of like import, shall be deemed to refer to the contract documents.

4.2 THE CONTRACT DOCUMENTS.

The 'Agreement', the 'Information for Bidders', the Contractor's 'Bid' as accepted by the owner, the 'Special Conditions', if any, the 'General, Technical and Materials specifications', the 'Drawings' and all addenda and amendments to any of the foregoing, collectively constitute the contract documents, and are sometimes herein referred to as the "Contract".

The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the 'Special Conditions', if any, and the provisions of any of the other contract documents, the provisions of the "Special Conditions", if any shall prevail. In the event of conflict or inconsistency between the provisions of the 'Agreement' and the provisions of the contract documents other than the 'special Conditions', if any, the provisions of the 'agreement' shall prevail.

4.3 OBLIGATIONS AND LIABILITY OF CONTRACTOR.

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as

otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the drawings, specifications and other contract documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefore.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

The Contractor shall coordinate their operation with those of any other Contractors who may be employed on other work of the Town, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall notify the Fire and Police Departments prior to any construction which is expected to block off vehicular or pedestrian traffic.

The Contractor shall conduct their work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, they shall maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property and at their own expenses unless specifically provided for otherwise herein.

The Contractor shall have complete responsibility for the work and the protection thereof and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and acceptance thereof. They shall in no way be relieved of their responsibility by any right of the Engineer to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the contract documents or from what was estimated or expected, or on account of the weather, elements, or other causes. The Contractor shall indemnify and save harmless the Town and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of their subcontractors, the Town, the Engineer or any of their respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for (or, in the case of professional liability matters indemnify for,) the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, the Engineer, its officers, agents, servants or employees, against any such damages, occasioned solely by defects in maps, plans, drawings, designs, or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer, and provided further, that the Contractor shall not be required to indemnify the Town, their officers, agents, servants, or employees, against such damages occasioned solely by acts or omissions of the Town in connection with the work.

The Contractor shall conduct their operations so as not to damage existing structures or work installed either by them or by other Contractors. In case of any such damage resulting from their operations, they shall repair and make good as new, the damaged portions at their own expense with the

consent of the damaged party. In the event that consent is not given, the Contractor shall continue to be liable for the damages caused.

The Contractor shall be as fully responsible to the Town for the acts and omissions of their subcontractors, their officers, agents, servants and employees as they are for their own acts and omissions and those of their officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other Contractor or any subcontractor of any such other contractor or any material supplier, the Contractor shall have no claim against the Town therefore, other than for an extension of time, but shall have recourse solely to such other Contractor, subcontractor or material supplier.

If any other Contractor or any subcontractor of any such other Contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of their subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other Contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Town from and against any and all claims by such other Contractor or subcontractors, alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities judgments, awards, losses, damages, costs and expenses including attorneys' fees arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against them in connection with the work or their operations under the agreement and/or the other contract documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services and the employment of persons in the prosecution of the work.

4.4 AUTHORITY OF THE ENGINEER.

The Engineer shall be the sole judge of the intent and meaning of the drawings, special conditions, if any, and technical and material specifications and their decisions thereon and their interpretation thereof shall be final, conclusive and binding on all parties.

The Engineer shall be the Town's representative during the life of the contract and they shall observe the work in progress on behalf of the Town. They shall have authority (1) to act on behalf of the Town to the extent expressly provided in the contract or otherwise in writing. (2) to stop the work whenever such stoppage may be necessary, in their sole discretion, to prevent improper execution of the work or otherwise to protect the interests of the Town. (3) to approve and direct the sequence of execution and general conduct of the work and to direct that changes be made in such sequence where, in their sole discretion, public necessity or welfare, the interest of the Town or the progress of the work shall require. Such approval and/or direction shall, however, in no way relieve or diminish the responsibility of the Contractor for or in the conduct of the work. (4) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the contract. (5) to decide all questions which arise in relation to the work, the execution thereof, and the fulfillment of the contract.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objections thereto, they may require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing they may file a written protest with the Town stating clearly and in detail their objections, the reasons therefore and the nature and amount of additional compensation, if any, to which they claim they will be entitled thereby. A copy of such protest shall be filed with the Town. Unless the Contractor files such written protest with the Town and Engineer within such ten (10) day period, they shall be deemed to have waived all grounds for protest of such direction, instructions, determination or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination or decision as

being fair, reasonable and finally determinative of their obligations and rights under the contract.

The Engineer's decision on any matter mentioned above shall be final and conclusive when made in good faith and in the exercise of their best judgment and shall be accepted by the Contractor and the owner in all cases.

4.5 SUPERVISION OF WORK.

The Contractor shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as their agent on the work a competent superintendent capable of reading and thoroughly understanding the drawings and specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace them with another person approved by the Engineer, such approval, however, shall in no way relieve or diminish the Contractor's responsibility for the new superintendent.

Whenever the Contractor or their agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

4.6 INSURANCE.

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor shall procure and maintain insurance of the types and amounts checked in paragraphs A through F, below.

The Contractor shall require each of its subcontractors to procure and maintain, until final completion, acceptance and guarantee of each subcontractor's work, the same insurance of the types and amounts as checked in paragraphs A through F below.

Certification and Cancellation: The Contractor shall furnish, prior to the start of work called for in the Contract, three (3) certificates to the Town of each insurance policy or policies with the Code Number of the policy for each, a representation that policy cannot be canceled or amended by the insurer in less than sixty (60) days after the Town has received written notice of cancellation or amendment by certified or registered mail, also a representation that the insurer will notify the Town immediately of any lapse in coverage cancellation or restrictive amendment and also attach a true copy of the broker or agent's license to do business in Connecticut. Such certificates shall be on the Town form attached hereto and shall contain an affirmative representation that the coverage afforded is as required herein.

The Contractor shall furnish prior to the start of work called for in the contract the Acord certificate of insurance form for insurance documentation purposes as well as an endorsement letter from their Agent/Broker.

The awarded vendor will be required to provide insurance coverage as specified on the **Insurance Requirements Sheet, enclosed herein**, of this Request for Bid. Upon award, the **Acord certificate of insurance form** must be completed by the vendor's insurance agent/broker and submitted to the Engineering Division. The Town of Greenwich must be added as an additional insured on the Acord form. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be

addressed to the Engineering Division and **must follow exactly the format of the ‘Sample Agent/Broker Letter’ enclosed herein.** The letter must be dated on or after the date stated on the Acord certificate of insurance. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. **The authorized representative who signs the Acord form must sign the letter as well.**

The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut. Please provide this information to your insurance agent/broker.

Please note that the Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.

Company name and address must conform on all documents including insurance documentation. The Contract number, project name and a brief description must be inserted in the “Description of Operations” section of the Acord form. **It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the “Description of Operations” section. The "Description of Operations" section should also reference Contract No. (provided to the awarded vendor), Construction of the Multi Platform Truck Scale, Town Project No. 11-15.**

The Contractor shall be responsible for maintaining the specified insurance coverage in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor should submit with the bid the signed, original “**Insurance Procedure**” form, **enclosed herein**, which states that the vendor agrees to provide the specified insurance coverage for this Bid at no additional charge above any insurance charge declared in the bid.

TOWN OF GREENWICH

INSURANCE PROCEDURE

PLEASE NOTE:

RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF VENDOR:

I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.

If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Engineering Division within ten (10) days after the date of the award of the contract.

Signature

Date

Contractor

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. General Liability, with minimum coverage for combined bodily injury and property damage liability of \$2,000,000 general aggregate, \$1,000,000 per occurrence including:
 - 1. Commercial General Liability.
 - 2. Town as additional insured.
 - 3. Owners and Contractors Protective Liability (separate policy in the name of the Town).

- B. Comprehensive Automobile Liability, with minimum coverage of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.

- C. Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.

- D. Workers' Compensation and Employer's Liability, with minimum coverage as provided by Connecticut State Statutes.

- E. Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$1,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.

- F. Other (Builder's Risk, etc.): _____.

- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH**
ATTN: ENGINEERING DIVISION (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.

The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded vendor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional endorsement letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverage in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**SAMPLE
AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Engineering Division
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

To Whom It May Concern:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Authorized Representative for all companies listed in the Acord form

4.7 PATENTS.

The Contractor shall indemnify and save harmless the Town and all persons acting for or on behalf of the Town from all claims and liability of any nature or kind, and all damages, costs and expenses, including attorneys' fees, arising from or occasioned by an infringement or alleged infringement of any patent rights on any invention, process, materials, equipment, article, or apparatus, or any part hereof, furnished and installed by the Contractor, or arising from or occasioned by the use or manufacture thereof, including their use by the Town.

4.8 COMPLIANCE WITH LAWS.

The Contractor shall keep themselves fully informed of all existing and future Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings, specifications or other contract documents in relation to any such law, ordinance, rule, regulation, order decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with and cause all their agents, servants, employees and subcontractors to observe and comply with all such existing and future laws, ordinances, rules regulations, orders, decrees, and other requirements, and they shall protect, indemnify and save harmless the Town, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of their agents, servants, employees or subcontractors.

4.9 PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though they were included herein. 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.

4.10 PERMITS.

The Contractor shall, at their own expense, take out and maintain all necessary permits from the State, Town, or other public authorities, shall give all notices required by law and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the work.

4.11 NOT TO SUBLET OR ASSIGN.

The Contractor shall constantly give their personal attention to the faithful prosecution of the work, shall keep the same under their personal control, shall not assign the contract or sublet the work or any part thereof without the previous written consent of the Town, and shall not assign any of the monies payable under the contract, or their claim thereto, unless by and with the like written consent of the Town and the surety on the contract bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

4.12 TIME FOR COMMENCEMENT AND COMPLETION OF WORK.

The Contractor shall commence with the work within ten (10) days after receipt of notice to proceed from the Town. The rate of progress shall be such that the work shall be performed and completed in accordance with the contract before the expiration of the time limit stipulated, if any, under article 1.9, 'time limits and time charge', which time is of the essence of the agreement.

4.13 LIQUIDATED DAMAGES OR TIME CHARGE.

Liquidated damages or time charge, if any, shall be as specified under article 1.9, 'time limits and time charge'.

4.14 NIGHT AND SUNDAY WORK.

No work shall be done at night or on Sunday except (1) usual protective work, such as pumping and the tending of lights and fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above, shall be done at night except when (A), in the sole judgment of the Engineer, the work will be of advantage to the Town and can be performed satisfactorily at night, (B) the work will be done by a crew organized for regular and continuous night work, and (C) the Engineer has given written permission for such night work.

4.15 EMPLOY COMPETENT INDIVIDUALS.

The Contractor shall employ only competent individuals on the work and shall not employ individuals or means which may cause strikes, work stoppages or disturbance by workers employed by the Contractor, any subcontractor, the Town, the Engineer or any other Contractor. Whenever the Engineer notifies the Contractor in writing that in their opinion, any person on the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory or not employed in accordance with the provisions of the contract, such person shall be discharged from the work and shall not again be employed on it, except with the written consent of the Engineer.

4.16 EMPLOY SUFFICIENT LABOR AND EQUIPMENT.

If in the sole judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the work to progress properly.

4.17 INTOXICATING LIQUORS.

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

4.18 ACCESS TO WORK.

The Town, the Engineer and their officers, agents, servants, and employees may at any and all times and for any and all purposes, enter upon the work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

4.19 EXAMINATION OF WORK.

The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof, shall be considered as extra work unless the original work was done in violation of the contract in point of time or in the absence of the Engineer or their inspector and without their written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

4.20 DEFECTIVE WORK.

The inspection of the work shall not relieve the Contractor of any of their obligations to perform and complete the work as required by the contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by the Engineer as unsuitable or not in conformity with the specifications or any of the other contract documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the work and shall at their own cost and expense, make good and replace the same and any material furnished by the Town which shall be damaged or rendered defective by the handling or improper installation by the Contractor, their agents, servants, employees or subcontractors.

4.21 PROTECTION AGAINST WATER AND STORM.

The Contractor shall take all precautions necessary to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall at their own cost and expense make such repairs or replacements or rebuild such parts of the work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

The Engineer may suspend the performance of any work at any time when, in their judgment, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that they shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

4.22 MISTAKES OF CONTRACTOR.

The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes for which they and/or their agents, servants, employees or subcontractors are responsible, and they shall pay to the Town all costs, expenses, losses and damages resulting there from or by reason thereof as determined by the Engineer.

4.23 RIGHT TO MATERIALS.

Nothing in the contract shall be constructed as vesting in the Contractor any right or property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Town.

4.24 CHANGES.

The Town, through the Engineer, may make changes in the work and in the drawings and specifications therefore by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore, at the unit prices stipulated in the contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the article titled 'extra work', and for eliminated or decreased work the Contractor shall allow the Town a reasonable credit as determined by the Engineer. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that they shall neither have nor assert any claim for or be entitled to any

additional compensation for damages or for loss of anticipated profits on work that is eliminated.

4.25 EXTRA WORK.

The Contractor shall perform any extra work (work in connection with the contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the contract for such work, or, if none are so stipulated, either (A) at the price agreed upon before such work is commenced and named in the written order for such work, or (B) if the Engineer so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such, in writing by the Engineer.

The cost of extra work done under (B) above, shall include the reasonable cost to the Contractor of materials installed and equipment used, common and skilled labor, and foremen and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above, and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work of social security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to their employees, but in fact are, and customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of 'Compilation of Rental Rates for Construction Equipment', published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the work, the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the work shall be added to the fair monthly rental, provided however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the contract.

The Contractor shall not include in the cost of extra work any cost or rental for small tools, buildings, or any portion of the time of the Contractor, their superintendent, or their office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (B) above (determined as stated above), the Contractor shall add ten (10) percent to cover their overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (B) above, by a subcontractor, the subcontractor shall compute, as above, their cost for the extra work, to which they shall add ten (10) percent in the case of the Contractor, and the Contractor shall be allowed an additional ten (10) percent of the subcontractor's cost for the extra work to cover the costs of the Contractor's overhead, use of capital, the premium on the bonds as assessed upon the amount of this extra work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (B) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of persons employed; the nature of the work performed, and hours worked materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each extra work order. Extension of time on account of extra work shall, when applicable, be provided for under Article 1.09, 'Time

Limits and Time Charge'.

4.26 CHANGES NOT TO AFFECT BONDS.

It is distinctly agreed and understood that any changes made in the work or the drawings or specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Town to the Contractor, or any other modifications of the contract, shall in no way annul, release, diminish or affect the liability of the surety on the contract bonds given by the Contractor, it being the intent hereof that notwithstanding such changes, the liability of the surety on said bonds continue and remain in full force and effect.

4.27 CLAIMS FOR DAMAGES.

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, they shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, their claim for damages shall be deemed waived, invalid and unenforceable and that they shall not be entitled to any compensation for any such alleged damages within ten (10) days after the timely filing of such statement, the Engineer shall file with the Town one copy of the statement and shall file with the Town and the Contractor their determination thereon.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the third paragraph of that article above, of this agreement titled 'Authority of the Engineer', including, but not limited to the filing of a written protest in the manner and within the time therein provided.

4.28 ABANDONMENT OF WORK OR OTHER DEFAULT.

If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Town, or the contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the bankruptcy act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the contract, the Town may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all work or any part thereof. Thereupon, the Contractor shall discontinue such work or such part thereof as the Town may designate, and the Town may, upon giving such notice, by contract or otherwise as it may determine, complete the work of such part thereof and charge the entire cost and expense of so completing the work, the Town shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Town any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred by the Town by reason of any of the foregoing causes. For the purpose of such completion, the Town may for itself or for any Contractors employed by the Town, take possession of and use or cause to be used, any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the work.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the Town under this deducted and/or paid by the Town out of any monies due or article shall be charged against the Contractor and deducted and/or paid by the Town out of any monies due or payable or to become due or payable under the Contract to the Contractor. In computing the amounts chargeable to the Contractor, the Town shall not be held to a basis of the lowest prices for which the completion of the

work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments therefore made to and for the account of the Contractor are less than the sum which would have been payable under the contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments, theretofore made to or for the account of the Contractor shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

4.29 PRICES FOR WORK.

The Town shall pay and the Contractor shall receive the prices stipulated in the bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the contract.

4.30 MONIES MAY BE RETAINED.

The Town may at any time retain from any monies which would otherwise be payable hereunder so much thereof as the Town may deem necessary to complete the work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder. See articles 4.32 and 4.35.

4.31 USE OR PARTIAL PAYMENT NOT ACCEPTANCE.

It is agreed that this is an entire contract for one whole and complete work or result and that neither the Town's entrance upon or use of the work or any part thereof nor any partial payments by the Town shall constitute an acceptance of the work or any part thereof before its entire completion and final acceptance.

4.32 PROGRESS ESTIMATES.

Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done or any part thereof before its entire completion and final acceptance.

The Town shall retain five (5) percent of such estimated value as part of the security for fulfillment of the contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the contract.

The Town shall pay monthly to the Contractor, the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time if, in the judgment of the Engineer, the work is not proceeding in accordance with the contract. If the Town deems it expedient to do so, it may cause estimates and payments to be made more frequently than one in each month. No progress estimate or payment need to be made when, in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than One Thousand Dollars (\$1,000). Estimates of Lump-Sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract Lump-Sum price for the item. This schedule shall be submitted by the Contractor for, and must have the approval of the Engineer before the first estimate becomes due.

If the Engineer determines that the progress of the work will be benefitted by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefore, and if such materials, and equipment are delivered and properly stored and protected, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates, provided always that they be duly executed and delivered by the Contractor to the Engineer, at the same time a bill of sale in form satisfactory to the Town, transferring and assigning to the Town full

ownership and title to such materials or equipment.

Prior to contract signing, the Contractor shall submit for review by the Engineer a Schedule of Values. The Contractor will use the approved schedule to submit for payment as items are completed and accepted by the Town. The schedule's values are to correspond to the cost breakdown of the project submitted by the Contractor. At the project completion, the Contractor shall have submitted for payment, 98% of the project value, leaving two percent (2%) retainage for the warranty period of one year. The contract cannot be signed until the schedule and associated values has been approved by the Engineer.

The Contractor shall submit certified monthly payrolls in accordance with article 4.48. No progress payment will be processed until the payrolls submitted are current and up to date.

4.33 FINAL ESTIMATE AND PAYMENT.

As soon as practicable after the final completion and acceptance of the work by the Engineer, the Engineer shall make a final estimate in writing of the quantity of work done under the contract and the amount earned by the Contractor. The Engineer also shall fix the date of completion of the work and incorporate the same into the final estimate.

The Town shall pay to the Contractor, the entire amount found by the Engineer to be earned and due hereunder after deducting there from all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the contract (see article 4.35). Except as in this article otherwise provided, such payment shall be made not later than fifteen (15) days after, but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

Final payment shall not be processed until the Contractor submits to the Town (A) an affidavit for final payment in the form attached hereto that payrolls, bills for materials, equipment, supplies and other indebtedness connected with the work has been paid or otherwise satisfied, and (B) consent of the surety to final payment has been furnished.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

4.34 GUARANTEE.

The Contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the work as stated in the final estimate. The Contractor shall repair, correct or replace as required, promptly and without charge, all work, equipment and materials, or parts thereof, which fail to meet the above guarantee or which in any way fail to comply with or fail to be in strict accordance with the terms and provisions and requirements of the contract during such one-year period, and also shall repair, correct or replace all damage to the work resulting from such failure.

If the manufacturer's warrantee for equipment and materials installed is greater than the one year period for warrantee specified above, the warrantee will be passed through to the Town. Upon completion of the project by the Contractor and acceptance by the Town, all warrantees will be passed through to the Town and all paperwork turned over to the Town.

CERTIFICATE FOR PAYMENT

TO: TOWN PROJECT NUMBER:
FROM:
CONTRACTOR:
TOWN PROJECT:
PREPARATION DATE:

CONTRACT NUMBER:
PAYMENT PERIOD TO:
PAYMENT NUMBER:

The Contractor is entitled to the present payment stated below for work substantially completed on the Subject Project. The Account tabulations are shown on the Attached sheets:

1. ORIGINAL CONTRACT AMOUNT\$ _____
2. NET CHANGE BY CONTRACT SUPPLEMENT NUMBER(s):\$ _____

3. TOTAL CONTRACT TO DATE\$ _____

4. TOTAL CONTRACT AMOUNT EARNED TO DATE..... \$ _____

5. LESS ___% RETAINAGE OF COMPLETED WORK ... (\$ _____)

6. LESS PREVIOUS CERTIFICATES FOR PAYMENT:

PAYMENT NUMBER 1 DATED: _____ (\$ _____)

PAYMENT NUMBER 2 DATED: _____ (\$ _____)

PAYMENT NUMBER 3 DATED: _____ (\$ _____)

PAYMENT NUMBER 4 DATED: _____ (\$ _____)

PAYMENT NUMBER 5 DATED: _____ (\$ _____)

PAYMENT NUMBER 6 DATED: _____ (\$ _____)

PAYMENT NUMBER 7 DATED: _____ (\$ _____)

7. PRESENT PAYMENT DUE CONTRACTOR\$ _____

8. BALANCE OF CONTRACT \$ _____

TOWN PROJECT REPRESENTATIVE / INSPECTOR'S CERTIFICATE FOR PAYMENT:

In accordance with the Contract Documents and based on on-site observations and the data comprising the above payment, I declare that the construction for which this payment is being made has been performed substantially in accordance with the Contract Drawings and Specifications and approved change orders. Construction is about _____ percent complete.

Prepared By: Project Representative/Date _____

Checked By: _____ Date _____

Reviewed for Payment By: Project Mgr/Date _____

Approved for Payment By: Chief Engineer Date _____

DISTRIBUTION:
GO 110

Page ___ of ___

AFFIDAVIT FOR FINAL PAYMENT

The undersigned, being duly sworn, deposed and says

1. That they are the _____ of the Contractor
(TITLE)

In the project hereinafter referred to and is authorized to execute this affidavit on behalf of the Contractor,

2. In connection with Contract Number _____, the construction of Multi Platform Truck Scale, Town Project No. 11-15, it is represented that:

- a) all payrolls, bills for service, materials, supplies, equipment and other indebtedness bills for service, materials, supplies and that there are no outstanding claims against the undersigned by any subcontractor or material supplier.
- b) the provisions of Section 4.48 of these specifications, Minimum Wages, have been complied with.

3. This Affidavit is made at the request of the Town of Greenwich for the purpose of inducing final payment and knowing that it will rely upon the truth of the representation herein made.

Subscribed and sworn to

Before me this _____ day

Of _____ 20_____

(SIGNATURE OF PERSON
AUTHORIZED TO SIGN)

NOTARY PUBLIC

(TYPE OR PRINT NAME OF PERSON
AUTHORIZED TO SIGN)

GO 102

4.35 RETAIN MONEY FOR REPAIRS.

The Town shall retain out of the monies otherwise payable to the Contractor hereunder five (5) percent of the total construction cost for period of thirty (30) days after completion and acceptance of the work and two (2) percent of the total construction cost for the remainder of the one year guarantee period. The Town may expend said retainers, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Town, in its sole judgment, may deem necessary.

If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Town may notify the Contractor in writing to make the required repairs, corrections or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Town within five (5) days from the date of receipt of such notice, or having commenced, fails to prosecute such work with diligence, the Town may employ other persons to make the same. The Town shall pay the cost and expense of the same out of the amounts retained for that purpose.

Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections or replacements, in the manner aforesaid, have been paid therefrom.

4.36 APPLICATION OF MONIES RETAINED.

The Town may apply any monies retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Town and chargeable to the Contractor hereunder or as determined hereunder.

4.37 LIENS.

If at any time any notices of lien or other legal process are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at their own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Town shall have right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

4.38 CLAIMS.

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Town may retain from any monies which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, or defending any actions brought to enforce such claims or incurred in connection therewith or by reason thereof.

4.39 NO WAIVER.

Neither the inspection by the Town or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Town for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the work by the Town, nor any extension of time, nor any other act or omission of the Town or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirements or provision of the contract, nor of any remedy, power or right to damages for breach of contract. Any and all rights and/or remedies provided for in the contract are intended and shall be construed to be cumulative and, in addition to each and every other right and remedy provided for herein or by law, the Town shall be entitled as of right to

a writ of injunction against any breach or threatened breach of the contract by the Contractor, their subcontractors or by any other person or persons.

4.40 LIABILITY OF TOWN.

No person, firm or corporation, other than the Contractor, who signed this contract as such, shall have any interest herein or rights hereunder, no claim shall be made or be valid either against the Town or any agent of the Town and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Town and of every agent of the Town of and from any and all claims, demands, and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Town or of any agent of the Town or of any other person, arising out of, relating to or by reason of the work, except the claim against the Town for the unpaid balance, if any there be, of the amounts retained as herein provided.

4.41 RETURN OF DRAWINGS.

All drawings furnished by the Town or the Engineer to the Contractor may be used only in connection with the prosecution of the work and shall be returned by the Contractor upon completion of the work.

4.42 CLEANING UP.

The Contractor at all times shall keep the site of the work free from rubbish and debris caused by their operations under the contract. When the work has been completed, the Contractor shall remove from the site of the work all of their plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the work and the site clean and ready for use.

The Contractor shall keep all street and sidewalk pavements clear of stone, earth, mud, debris and other materials which may result from the Contractor's operation.

4.43 LEGAL ADDRESS OF CONTRACTOR.

The Contractor's business address and their office at or near the site of the work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the post office department or the delivery at either designated address of any letter, notice or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Engineer. Service of any notices, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

4.44 HEADINGS.

The headings or titles of any section, article, paragraph, provision or part of the contract documents shall not be deemed to limit or restrict the content, meaning or effect of such section, article, paragraph, provision or part.

4.45 MODIFICATION OR TERMINATION.

Except as otherwise expressly provided herein, the contract may not be modified or terminated except in writing, signed by the parties hereto.

4.46 GOVERNING LAW.

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

4.47 RESIDENT'S PREFERENCE.

The Contractor shall comply with the current provisions of Section 31-52 and 31-52a of the General Statutes of the State of Connecticut, a part of which is quoted below.

(A) PUBLIC BUILDINGS

"In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof, have been residents of the labor market area, as established by the labor commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof."

(B) PUBLIC WORKS PROJECTS OTHER THAN PUBLIC BUILDINGS

"In the employment of mechanics, laborers or 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 no such person is available then to residents of other states."

(C) The above provisions of Section 31-52 and 31-52a shall not apply where the State of Connecticut or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the Federal Government as a result of said sections or regulative procedures pursuant thereto.

4.48 PREVAILING WAGE RATES; CONSTRUCTION SAFETY AND HEALTH COURSE.

Except as noted below, the Contractor shall comply with the current provisions of Section 31-53 of the General Statutes of the State of Connecticut, a part of which is quoted as follows:

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee or welfare fund, as defined in subsection (h) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

All Contractors and subcontractors shall submit certified weekly payrolls, on forms furnished by the Town, for all contracts meeting the aforementioned monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Section 31-55a of the General Statutes of the State of Connecticut provides that the prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1st for the duration of the project.

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

It is the Contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's web site. The annual adjustments will be posted on the Department of Labor's web page: www.ctdol.state.ct.us. For those without Internet access, contact the division listed below.

The Contractor shall also furnish proof with the weekly certified payroll for the first week each employee begins work that any person performing the work of a mechanic, laborer or worker has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration in accordance with Connecticut General Statutes Section 31-53b and regulations adopted by the State of Connecticut Labor Commissioner.

The provisions of this section (4.48) shall not apply where the total cost of all work to be performed by all Contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars (\$400,000) or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than one hundred thousand dollars (\$100,000). This prevailing wage rate schedule pertains to this project if the total cost including change orders exceeds \$100,000.

Questions can be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at 860-263-6790.

4.49 PAYMENT OF SUBCONTRACTORS

As required by Section 49-41a of the Connecticut General Statutes, within thirty (30) days after payment to the Contractor by the Town for work under this contract, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished when such labor or materials have been included in a requisition submitted by such Contractor and paid by the Town.

The general contractor shall include in each of its subcontracts, a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

In witness whereof, the parties of this agreement have hereunto set their hands and seals as of the day and year first above written

TOWN OF GREENWICH, CONNECTICUT

BY

COMMISSIONER OF PUBLIC WORKS
(PARTY OF THE FIRST PART)

CONTRACTOR
(PARTY OF SECOND PART)

APPROVED AS TO LEGAL SUFFICIENCY

TOWN ATTORNEY

I hereby certify that the contract sum does not exceed the unencumbered balance of amounts duly appropriated and against which this contract is chargeable.

_____ 20____

BY

COMPTROLLER

ATTEST

**CERTIFICATE OF ACKNOWLEDGEMENT OF CONTRACTOR
IF A CORPORATION
FOR AGREEMENT**

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____ 20 _____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT THEY RESIDE AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument that they know the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, they signed thereto their name and official designation.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES _____

SECTION 5

*** CONTRACT BOND ***

PERFORMANCE, MAINTENANCE AND PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____, as principal, and _____,

a corporation organized under the laws of the State of _____ and authorized to do business in the State of Connecticut as surety, are holden and firmly bound jointly and severally unto the TOWN OF GREENWICH, CONNECTICUT, thereafter referred to as the Town, a territorial corporation located in the County of Fairfield, in the penal sum of _____ Dollars

(\$ _____), to be paid to it or its certain attorney, successors or assigns, to which payment well and truly to be made, we the said obligors to bind ourselves, and each of us, our heirs, executors, administrators and successors firmly by these presents.

IN WITNESS WHEREOF we have hereunto set or caused to be set our respective hands, names and seals this _____ day of _____ 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named principal has entered into a certain written contract with the TOWN OF GREENWICH, CONNECTICUT, dated the _____ day of _____ 20____, for construction of **Multi Platform Truck Scale, Town Project No. 11-15.**

project according to the plans, specifications, and other contract documents prepared by the Engineering Division of the Department of Public Works, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the said principal shall well and faithfully perform said contract according to its provisions and fully indemnify and save harmless the Town from all cost and damages which the Town may suffer by reason of failure so to do, and shall pay for all equipment, appurtenances, materials and labor furnished, used or employed in the execution of said contract, and shall indemnify and save harmless the Town from all suits or claims of any nature or description against the Town by reason of any injuries or damages sustained by any person or persons on account of any act or omissions of said principal, their servants or agents, or their subcontractors in the construction of the work or in guarding the work, or on account of the use of faulty or improper materials, or by reason of claims under the workmen's compensation laws or laws by any employee of the principal or their subcontractors or by reason of the use of any patented material, machinery, device, equipment, process, method of construction or design in any way involved in the work and shall indemnify the Town against such

defective workmanship, material and equipment as may be discovered within one (1) year after completion and final acceptance of the work, and shall make good in such defective workmanship and material as may be discovered within said period of one year, then this obligation shall be void, otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that any modifications, omissions or additions in or to the terms of the aforesaid contract, or in or to the plans or specifications therefore, or any extension of time shall in no way affect the obligation of the surety under this bond, the surety hereby waiving any and all rights to any notice of any such modifications, omissions, changes, additions or extensions.

CONTRACTOR _____

By _____

SURETY _____

By _____

COUNTERSIGNED AT _____, CONNECTICUT

LOCAL RESIDENT AGENT

**CERTIFICATE OF ACKNOWLEDGEMENT OF CONTRACTOR
IF A CORPORATION
FOR CONTRACT BOND**

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____ 20 _____,

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN, WHO BEING BY ME FULLY SWORN, DID DEPOSE AND SAY AS FOLLOWS.

THAT THEY RESIDE AT _____

AND IS THE _____

OF _____

the corporation described in and which executed the foregoing instrument that they know the corporate seal of said corporation, that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the board of directors of said corporation, and that by the like order, they signed thereto their name and official designation.

NOTARY PUBLIC (SEAL)

MY COMMISSION EXPIRES _____

SECTION 6
GENERAL CONDITIONS

<u>TITLE</u>	<u>ARTICLE</u>
INTRODUCTION TO THE TECHNICAL SPECIFICATIONS.....	6.1
DEFINITIONS	6.2
ABBREVIATIONS	6.3
HANDLING AND DISTRIBUTION	6.4
MATERIALS - SAMPLES – INSPECTIONS APPROVAL.....	6.5
INSPECTION OF WORK AWAY FROM SITE.....	6.6
CONTRACTOR'S SHOP AND WORKING DRAWINGS	6.7
OCCUPYING PRIVATE LAND.....	6.8
INTERFERENCE WITH AND PROTECTION OF STREETS	6.9
STORAGE OF MATERIALS AND EQUIPMENT	6.10
INSUFFICIENCY OF SAFETY PRECAUTIONS	6.11
SANITARY REGULATIONS	6.12
LINES, GRADES AND MEASUREMENT	6.13
DIMENSIONS OF EXISTING STRUCTURES.....	6.14
WORK TO CONFORM.....	6.15
COMPUTATION OF QUANTITIES	6.16
PLANNING AND PROGRESS SCHEDULES.....	6.17
PRECAUTIONS OF ADVERSE WEATHER.....	6.18
UNDERGROUND INSTALLATIONS	6.19

6.1 INTRODUCTION TO THE TECHNICAL SPECIFICATIONS

The following Technical Specifications shall apply to the various items of work which constitute the construction contemplated under this Contract except as supplemented and/or amended by Supplemental Technical Specifications. In cases of conflict between the Technical Specifications and the Supplemental Technical Specifications, the provisions of the Supplemental Technical Specifications shall apply.

To avoid excessive overlapping and repetition, there are certain sections and items that referred to in other sections. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm; utility and sewer; manhole and catch basins; structure and culvert; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Further, it is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted reserved, suspended, established, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned", it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

Within the Technical and/or Supplemental Technical Specifications of this Contract the following definitions shall apply:

1. **STANDARD SPECIFICATIONS:** Shall mean the State of Connecticut, Department of Transportation, Bureau of Highways, "Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004, as amended to date. All Standard specifications that are referred to in the "**DESCRIPTION**" and/or "**MATERIALS**" and/or "**CONSTRUCTION METHODS**" and/or "**METHOD OF MEASUREMENT**" and/or "**BASIS OF PAYMENT**" section of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively;

State, Town, Owner,
Department, Commissioner

The Commissioner of Public Works
The Town of Greenwich, Connecticut
or other duly authorized representative

Architect and/or Engineer

The Chief Engineer
Department of Public Works
Engineering Division
The Town of Greenwich, Connecticut
or other duly authorized representative

Inspector

Resident Project Representative of
the Department of Public Works
Engineering Division
The Town of Greenwich, Connecticut
or other duly authorized representative

Laboratory

Laboratory designed by the Engineer

Special Provisions

Supplemental Technical Specifications

2. **APPLICABLE SAFETY CODES:** Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor. Occupational safety and Health Administration's "Occupational Safety and Health standards" and "Safety and health Regulations for Construction", the State of Connecticut, Labor Department, "Construction

Safety Code", or State of Connecticut "Building Code", whichever is the more stringent for the applicable requirements.

3. **ITEMS:** Reference within the text of these Specifications to items **without** a number but title only are Technical Specification Items within this contract. Sections for Articles referred to with a number refer to the State of Connecticut Department of Transportation, Bureau of High ways specification Sections or Articles.
4. **LOCAL REGULATORY AGENCY(IES):** Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsible for a particular having jurisdiction over or responsibility for a particular activity within the scope of this Contract.
5. **"THESE SPECIFICATIONS":** Where used in the text of the Technical Specifications items shall mean the Technical Specifications for this contract.
6. **BID PROPOSAL ITEMS:** Payment will only be made for items in the Bid Proposal. other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alpha-numeric designation as the same items in the specifications with significant suffixes added as required.

6.2 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 Required', 'As Ordered', 'As Permitted', or words of like import are used, it shall be understood that the direction, order, request, requirements, or permission of the Engineer is intended. Similarly, the words 'Approved', 'Acceptable', '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 datum adopted by the Engineer.

ROCK

The word 'Rock' wherever used as the name of any excavated material or material to be excavated, shall mean only boulders and pieces of concrete or masonry exceeding one (1) cubic yard in volume, 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.

6.3 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 STANDARDS ASSOCIATION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERING
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
NEC	NATIONAL ELECTRICAL CODE, LATEST EDITION
CONN-DOT	STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, FORM 815, 1995

6.4 HANDLING AND DISTRIBUTION.

The Contractor shall handle, haul and distribute all materials and all surplus material 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 be responsible for the protection, loss of, or damage to materials and equipment furnished by them, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

6.5 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 material 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 they propose 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 they propose 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 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, packed and shipped by the approved molds for making concrete test cylinder. Except as otherwise expressly specified, with technical specifications, the Town shall make arrangements for, 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 their 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 their 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 testing laboratories) relative to materials, equipment, performance rating and concrete data.

After approval of the samples, data, etc., the materials and equipment used on the work shall in all respects conform therewith.

6.6 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.

6.7 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 especially 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 for 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 especially for the contract until the required shop and working drawings have been submitted as hereinabove provided 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 their 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 drawings apply, and shall be accompanied by a letter of transmittal giving a list of the drawing numbers and the names mentioned above.

Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by their 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 by 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., they 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 marked-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.

6.8 OCCUPYING PRIVATE LAND.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with persons, 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.

6.9 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, they shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer and to the proper authorities. See 'Agreement', Article 4.42, 'Clean Up'.

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 Department in writing, with a copy to the Engineer, if the closure of a street or road is necessary. They 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.

6.10 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.

6.11 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 respects 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 they deem 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 their representative is not upon the site so that they 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 their 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 their 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 them 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.

6.12 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. They 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.

6.13 LINES, GRADES AND LAYOUT OF WORK.

The Town shall provide the Contractor with a convenient base line and bench mark and it shall be the Contractor's responsibility to lay out their work as required to construct the work and/or as directed by the Engineer. Layout plan to be prepared by the Engineer and provided to the Contractor prior to construction.

6.14 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.

6.15 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.

All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized in writing by the Engineer. Work, not so authorized, may be ordered uncovered or taken down, removed and replaced at the Contractor's expense.

6.16 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 precision adapted to the measurement of such areas.

It is further agreed that the computation of the volume prisms shall be by the method of average end areas.

6.17 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 they plan to use in doing the work and the various steps they intend to take.

Within two (2) days after the date of starting work, the Contractor shall prepare and submit to the Engineer (A) a written schedule fixing the respective dates for the start and completion of various parts of the work. Each such schedule shall be subject to review, approval and change by the Engineer from time to time during the progress of the work.

6.18 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 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 their sole judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season.

6.19 UNDERGROUND INSTALLATIONS

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc. will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper support shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

"CALL BEFORE YOU DIG," toll free, Statewide, 1-800-922-4455 at least 24 hours in advance of performing any excavation.

SECTION 7
TECHNICAL SPECIFICATIONS

ITEM NO.	DESCRIPTION	NO. OF PAGES
10880	Truck Scale and Appurtenances	6

TRUCK SCALE AND APPURTENANCES

1. DESCRIPTION:

This item shall consist of furnishing all labor, materials, equipment and incidentals required to install, complete in every detail, one new multi platform 4' deep, flush with grade, pit truck scale with 8" concrete deck(s), load cells, load cell summing network, multi ranging digital weight indicator with all appurtenances including all related electrical and data wiring as specified herein.

The intent of this contract will be to provide a truck scale, which will allow incoming trucks to be identified and weighted by a weigh master at a proposed scale house. The truck driver will then return to the truck scale and the tare weight will be stored in the existing software system. The transaction is then completed and the driver will get a printed ticket for the entire transaction and exit the facility.

The new multi platform truck scale will be installed in conjunction with the construction of the scale house and scale foundation, which is to be bid separately. Coordination will be required by each contractor.

2. MATERIALS:

1. REFERENCE STANDARDS:

A. American Society for Testing and Materials (ASTM)

1. ASTM A36 - Standard Specification for Carbon Structural Steel

B. The Society for Protective Coatings (SSPC)

1. SSPC SP6 - Surface Preparation Specification No. 6 Commercial Blast Cleaning

2. SSPC SP8 - Surface Preparation Specification No. 8 Pickling

C. American Institute of Steel Construction (AISC)

D. American Welding Society (AWS)

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

2. QUALITY ASSURANCE:

A. All the equipment specified herein shall be standard products in regular production and shall be furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the equipment furnished.

B. The equipment furnished shall be designed and constructed in accordance with the best practices and methods and to operate satisfactorily when installed as described herein.

C. All parts shall be designed and proportioned as to have liberal strength, stability, stiffness and to be especially adapted for the work to be done. Ample room and facilities shall be provided for inspection, repairs and adjustments.

TRUCK SCALE AND APPURTENANCES

D. This Section calls attention to certain features but do not purport to cover all details of construction of the equipment.

E. All structural steel used in the fabrication of the equipment shall conform to the requirements of the ASTM A36.

F. Design and fabrication of structural steel members shall be in accordance with the latest AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".

G. All welding shall conform to the latest Standards of the AWS.

H. The scale and accessory equipment shall conform to or exceed the requirements of National Bureau of Standards Handbook 44 for use in commerce.

I. The Hydrostatic load cells shall be warranted for life against damage from lightning, rodents, electrical abuse or water. The load cells shall further be warranted for ten (10) years against failure from defects in material and workmanship. The Contractor/Scale Company/Scale Manufacturer shall replace any Load Cell or Electronic Ancillary devices damaged by water or lightning that are located under the Truck Scale Weighbridge for the lifetime Guaranty period of the scale at absolutely no cost to the end user for labor, travel or materials. Guarantees by the manufacturer for the load cells covering water/lightning are required in the bid, in writing.

The weighbridge shall have a five (5) year warranty against failure from defects in material and workmanship. The digital indicator shall be warranted for two (2) years against failure from defects in material and workmanship. The summing network shall be warranted for two (2) years against failure from defects in material and workmanship. The Bid Price shall include the "LIFETIME GUARANTEE", as specified herein. The Town of Greenwich shall not be responsible to purchase any additional service contract, at additional cost, to cover the "LIFETIME GUARANTEE" against damage from Water or Lightning, for all Load Cells & Electronic Ancillary devices located under the Truck Scale Platform. All other scale parts shall have at least a 1 year manufacturer guarantee.

J. All material and equipment shall conform to the Plans and Specifications and be new and unused.

3. CONSTRUCTION METHODS:

1. SUBMITTALS:

A. Submit, in accordance with Section 105, certified shop drawings and other material required to establish compliance with this Section. Shop drawings shall show details of design, materials, and dimensions of the equipment, complete electrical wiring diagrams. Submittals shall include the following:

1. A complete total bill of materials for all equipment.
2. A list of the manufacturer's recommended spare parts with the manufacturer's current price for each item.

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3. Wiring diagrams and product data sheets for load cells, intelligent junction box and digital weight indicator.

4. Complete instructions for the assembly and installation of the equipment specifically prepared for the equipment furnished, shall be furnished with the shop drawings. The

instructions shall include specifications for the concrete and complete installation instructions for the concrete deck surface.

5. Operation and Maintenance Data

a. An operation and maintenance manual prepared specifically for this installation which shall include all required cuts, drawings, equipment list, descriptions, maintenance and lubrication schedules, trouble shooting guides, spare parts lists, etc, that are required to instruct personnel unfamiliar with such equipment.

b. A factory representative who has complete knowledge of the proper operation and maintenance shall be provided for up to 3 days to instruct representatives of the Owner and the Engineer on proper operation and maintenance. This work may be conducted in conjunction with the inspection of the installation and testing as described below. If there are difficulties in operation of the equipment due to the manufacturers' design or fabrication, additional service shall be provided at no additional cost to the Owner.

6. In the event that it is impossible to conform to certain details of this Section due to different manufacturing techniques, describe completely all non-conforming aspects.

2. MAINTENANCE:

A. Special tools if required for normal operation and maintenance shall be provided.

B. Furnish all spare parts recommended by the manufacturer for the normal operation and maintenance of the equipment and including the following minimum inventory:

1. One load cell

C. The spare parts shall be packaged and labeled.

3. EQUIPMENT:

A. Scale System:

1. The truck scale shall have an overall capacity of 100 tons (200,000 lbs). The scale shall consist of two individual NTEP CERTIFIED, 8" Concrete Deck Scale Platforms in the 70'x10' Pit. The first platform shall be 20' x 10' wide with a capacity of 25 Tons (50,000 lbs) x 5 lb graduations. The second platform shall be 50' x 10' wide with a capacity of 50 Tons (100,000 lbs) x 20 lb graduations. The CLC rating for each platform shall be 60,000 lbs per 30 Tons.

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2. The weighbridge shall be designed specifically for a two platform system. Individual 50' long x 10' wide and 20' long x 10' wide Concrete Deck Platform installation. The Total overall Platform length will be 70' long x 10' wide.
3. The weighbridge shall be prepared for an 8" concrete deck.
4. The overall weighbridge capacity shall be (150,000 lbs.)
5. The minimum dual axle and minimal sectional capacity shall be 60,000 lbs.
6. The weighbridge shall have a minimum CLC of 60,000 lbs. and shall be free flowing in 360 degrees and shall not require stay bars or be rigidly checked.
7. The weighbridge shall be designed to provide easy access to the Scale Pit, utilizing a minimum of two (2) cast iron manholes. The covers shall be able to withstand full truck loadings.
8. Galvanized corrugated sheeting shall be provided, as well as required steel re-bar for concrete deck.
9. All exposed steel member shall be painted to the manufacturer's recommendations.
10. The scale shall be a Concrete Deck Dual Platform/Dual Ranging certified Emery Winslow Hydro-Static Truck Scale, Model 44-Series or approved equal. The load cells shall be the PermaCell™, Model 136-75 or approved equal.

B. Load Cells:

1. The load cells shall be Hydrostatic, and non-electronic.
2. The load cells shall be NTEP certified.
3. The load cells shall be compression type, of minimum 75,000 lbs. capacity each.
4. The load cells shall be manufactured out of grade 304 stainless steel.
5. The load cells shall be immune to electrical damage, including lightning or electrical surges and shall also be immune to damage from welding currents on or around the weighbridge, at anytime during the life of the scale.
6. The load cells shall be immune to water; either power hoses used for cleaning under the weighbridge or total submersion under water for long extended periods of time.
7. The load cells shall be immune to RFI/EMI noise.
8. The load cells shall be electrically inert, and shall be safe without safety barriers in hazardous environments.

C. Load Cell Summing Network

1. The Summing Network shall be located in the scale house and shall not be located underneath the weighbridge.

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2. The Summing Network shall be isolated from electrical surges or lightning that may strike the weighbridge.
3. Hazardous environments require the Summing Network to be in mounted in a NEMA IV enclosure.
4. Sectional adjustments shall be mechanical for ease of calibration and to prevent drift.
5. The Stainless Steel Hydro-Static Load Cells will be connected to the Totalizer with Copper Tubing to protect against water damage.

F. Multi Ranging Digital Weight Indicator:

1. The digital weight indicator shall be NTEP certified for truck scale use with 10,000 increment certification.
2. The indicator shall be fully programmable.
3. The indicator shall have zero control and interface to the existing computer software.
4. The digital indicator when weighing small vehicles or pickup trucks, these vehicles would pull up and weigh in on the 20' scale platform and this scale will weigh up to 50,000 lbs x 5 lbs. The special digital instrumentation will sense that the 50' scale has "O" weight and allow only the 20' scale to weigh by 5 lb graduations.
5. When weighing larger longer vehicles, the special digital instrumentation will sense that both platforms have weight, and the scale will weigh up to 100,000 lbs x 20 lbs.
6. The digital weight indicator shall have front access to calibration functions.
7. The digital weight indicator shall be equipped with output compatibility for printers and/or computers.
8. The digital weight indicator shall be supplied by and be the responsibility of the Contractor.

4. INSTALLATION:

- A. Installation, start-up and calibration shall be the Contractor's responsibility.
- B. Materials handling equipment to lift heavy scale structures shall be provided by the Contractor.
- C. Scale and accessories shall be installed in accordance with manufacturer's approved shop drawings and installation procedures.
- D. Furnishing and installation of conduit, connecting cable from the load cells to the scale house shall be provided by the Contractor.
- F. The Contractor shall be responsible for freight to the site, unloading and setting in place all equipment specified herein.

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5. INSPECTION AND TESTING:

A. The Contractor shall furnish Installation, Test and State Certification of all of the equipment specified herein.

B. The Contractor shall require the manufacturer to furnish the services of a factory representative for 3 days, who has complete knowledge of proper operation and maintenance to inspect the final installation, calibrate the equipment, and supervise a test run of the equipment.

C. If the scale or any electronic equipment does not meet the requirements specified herein, corrective measures shall be taken or the equipment removed and replaced with equipment which does meet these requirements.

4. METHOD OF MEASUREMENT:

Monthly payments will be made under this Item in proportion to the amount of work done, as determined by the Engineer for the Lump Sum unit price.

5. BASIS OF PAYMENT:

The work under this item will be measured and paid for as follows:

<u>Item No.</u>	<u>Pay Item</u>	<u>Pay Unit</u>
10880	Truck Scale and Appurtenances	Lump Sum

which prices shall include furnishing all labor, materials, equipment and incidentals required to install, complete in every detail, one new multi platform 4' deep, flush with grade, pit truck scale with 8" concrete deck(s), load cells, load cell summing network, multi ranging digital weight indicator with all appurtenances including all related electrical and data wiring as specified herein.